

**Master Contract Number**

**T01-MST-001**

**for**

**Web-Based Application  
Support Services**

**Between the**

**Department of Information Services**

**and**

**SafeHarbor.com, Inc.**

**Effective Date: August 18, 2000**

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- Schedule A: *Services Price List*   
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Schedule D: *Disaster Recovery Plan*

**Note:** Exhibits A and B are not attached but are available upon request from the DIS Contract Administrator

State of Washington  
Department of Information Services  
PO Box 42445  
512 - 12<sup>th</sup> Avenue SE  
Olympia, Washington 98504-2445

## Master Contract Number T01-MST-001

for

### Web-Based Application Support Services

#### Parties

This Master Contract is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "**DIS**"), and **SafeHarbor.com, Inc.**, licensed to conduct business in the state of Washington, (hereinafter "**Contractor**" or "**SafeHarbor**") for the provisioning of web-based application support services to the State.

#### Recitals

*Whereas*, the State of Washington acting by and through DIS conducted an open, competitive acquisition process and issued a Request for Proposal dated May 23, 2000, Exhibit A hereto, for the purpose of obtaining web-based Application support services (hereinafter "**Services**"); and

*Whereas*, Contractor submitted a timely Response, Exhibit B hereto, and after evaluation was identified as the apparently successful Contractor; and

*Whereas*, DIS has determined that entering into a Master Contract with Contractor will meet the needs of Purchasers and will be in the State's best interest;

*Now therefore*, DIS hereby awards to Contractor this Master Contract to the Services to Purchasers at the prices set forth on Schedule A in accordance with the terms and conditions of this Master Contract.

This Master Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Services hereunder. Nor does this Master Contract prevent the State from purchasing the same or similar Services from other sources, *provided that*, all legal acquisition requirements are satisfied. This Master Contract is not for personal use.

## 1. Definitions

**"Acceptance Date"** shall mean the date of written notification (acceptance) from Purchaser approving Contractor's design and implementation of Contractor's support web site for Purchaser's Application.

**"Application"** shall mean any interactive, web-based, software program(s) used to deliver government services to citizens, businesses and government and/or provide for the exchange of information and the transaction of business between citizens, businesses and government via the Internet.

**"Business Days and Hours"** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Contractor"** shall mean SafeHarbor.com, Inc., its officers, employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity providing Services under this Master Contract. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Master Contract.

**"Customer(s)"** shall mean the citizens, businesses and government entities who will use the Applications in interacting with the Purchasers.

**"Customer Service Representative" ("CSR")** shall mean a Contractor's employee who serves as the professional specialist performing processes related to an Application support center. This individual serves as the point of contact for Customers reporting problems with the various Applications; records problems within a problem tracking system; performs beginning level troubleshooting to determine the cause of the problem and takes the necessary steps to achieve resolution or escalates the problem to higher level specialists as appropriate; and is responsible for Customer and Purchaser notification of scheduled and non-scheduled outages that affect Applications.

**"DIS Contract Administrator"** shall mean the person designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

**"DIS Contracting Officer"** shall mean the Director of the Department of Information Services or the person(s) to whom signature authority has been delegated in writing.

**"Effective Date"** shall mean the date DIS signs this Master Contract.

**"FAQ"** shall mean frequently asked question.

**"Knowledge Base"** shall mean a database consisting of a compilation of data generally provided by Purchaser and/or its Customers to Contractor, which is made available on a Support Web Site programmed with Application-specific, self-help information, that is constantly being improved, added-to, and updated based on information gathered from use of the Application.

**"Out-of-Service Condition"** shall mean the unavailability of Contractor's Services lasting four (4) hours or more in any ~~calendar day~~<sup>24-hour period</sup>, excluding any unavailability due to scheduled maintenance.

**"Out of Service Credit"** shall mean 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month in which the outage occurred.

**"Price"** shall mean charges, costs, rates, and/or fees charged for the Services under this Master Contract and shall be provided and paid in United States dollars.

**"Purchaser"** shall mean DIS and those governmental or nonprofit entities who have entered into an interlocal or Customer Service Agreement with DIS.

**"Services"** shall mean web-based Application support services and shall include both the development of customized Support Web Sites that simulate the design, look and feel of the Purchaser's web-based Application, and the ongoing hosting of the web site along with interactive Customer support to be provided 24 hours per day, 7 days a week, 365 days a year, as set forth on Schedule A - Services Price List.

**"Specifications"** shall mean the technical and other specifications set forth in the RFP, Exhibit A, and any additional specifications set forth in Contractor's Response, Exhibit B, collectively.

**"State"** shall mean DIS, any division, section, office, unit or other entity of DIS or any of the officers or other officials lawfully representing DIS. State may also include Purchaser.

**"Supplemental Work Order" ("SWO")** shall mean the written agreement between Contractor and Purchaser for Services. The form SWO is provided as Schedule B to this Master Contract.

**"Support Request"** shall mean a Customer inquiry or report of a problem through any channel: self support, FAQs, email correspondence, interactive chat, or telephone.

**"Support Web Site"** shall mean the Contractor-provided web site that supports a Purchaser's Application, that has the *look and feel* of Purchaser's Application, has a Knowledge Base and FAQs, and allows Customers who access the site to communicate with Contractor via email, chat or toll free phone number. The web site shall consist of web pages, namely individual screen displays consisting of text graphics, code and multimedia elements, associated with Purchaser and which are continually developed, maintained and upgraded for Purchaser by Contractor.

## Contract Term

### 2. Term

#### 2.1. Master Contract Term

- a) The initial term of this Master Contract shall be three (3) years, commencing upon the date of its execution by DIS.
- b) The term of this Master Contract may be extended by two (2) additional years. The decision to extend will be based on Contractor's performance, proposed renewal pricing and the total amount of business conducted. Extensions will be effected by DIS giving written notice to Contractor before the end of the twenty-second (22<sup>nd</sup>) month of the Master Contract of DIS' desire to extend the Master Contract. Within ten (10) days of such notice Contractor shall propose pricing for the renewal term. Within thirty (30) days of such notice, DIS and Contractor shall have agreed on the extension of the Master Contract or it will expire at the end of the thirty-sixth (36<sup>th</sup>) month.

#### 2.2. Supplemental Work Order Term

- a) The initial term for a SWO will be two (2) years.
- b) SWOs may be renewed for up to two (2) years.
- c) SWOs or renewal SWOs entered into prior to the expiration or other termination of the Master Contract may be completed under the Master Contract terms and conditions in effect when the SWO or renewal SWO was entered into.
- d) New SWOs or renewal SWOs may not be entered into after the expiration or other termination of the Master Contract.

### 3. Survivorship

- 3.1. All of the terms and conditions contained in this Master Contract shall survive the expiration or other termination of this Contract for so long as any Supplemental Work Order entered into under this Master Contract is still in effect.
- 3.2. The terms, conditions and warranties contained in this Master Contract that by their sense and context are intended to survive the expiration or other termination of this Master Contract shall so survive. Specifically, the terms of the sections **Protection of Confidential Information, Work Product; Patent and Copyright Indemnification; Disputes; and Limitation of Liability** shall survive the termination of this Master Contract.

## Pricing, Invoice and Payment

### 4. Pricing

- 4.1. Contractor agrees to provide the Services at the prices set forth in the *Services Price List* attached as Schedule A to this Master Contract. Such prices may not be increased during the initial term of this Master Contract. (No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee.)
- 4.2. If Contractor reduces its prices for any of the Services during the term of this Master Contract, Purchaser shall have the immediate benefit of such lower prices for new purchases. Contractor will send notice to the DIS Contract Administrator with the reduced prices within fifteen (15) calendar days of the reduction taking effect.
- 4.3. Contractor agrees all the prices, terms, warranties, and benefits provided in this Master Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing under substantially similar terms. If Contractor shall, during the term of this Master Contract, enter into substantially similar contracts with any other governmental entity which, taken as a whole, provide greater benefits or more favorable terms than those provided by this Master Contract, Contractor shall be obligated to offer the same to Purchaser for subsequent purchases of any Services hereunder.

### 5. Taxes

Purchaser will pay sales and use taxes, if any, imposed on the Services at Purchaser's local rate. Contractor shall pay all other taxes, if any, including, but not limited to, Washington Business and Occupation Taxes, other taxes based on Contractor's income, or taxes levied or assessed on Contractor's personal property.

## **6. Invoice and Payment**

- 6.1. Contractor will submit properly itemized invoices to Purchaser. Invoices shall provide the following:
- a) Contractor's name and address and remittance address, if different;
  - b) Purchaser's name and address, and Purchase Order or Field Order number;
  - c) This Master Contract number (T01-MST-001);
  - d) Description of Services, including price;
  - e) For development Services, if any, the date development phase was begun and completed;
  - f) Applicable discounts;
  - g) Total invoice price, excluding sales tax;
  - h) DIS Master Contract Administration Fee;
  - i) Sales taxes;
  - j) Total invoice price; and
  - k) Payment terms including any available prompt payment discounts.
- 6.2. Payments shall be due within thirty (30) days after the Acceptance Date for such Services or thirty (30) days after receipt of properly prepared invoices, whichever is later.
- 6.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
- 6.4. This Master Contract number (T01-MST-001) shall appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Purchaser shall not honor drafts, or accept Services on a sight draft basis.
- 6.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of the Acceptance Date or receipt of Contractor's properly prepared invoice, whichever is later.

## **7. Overpayment to Contractor**

Contractor shall promptly refund to Purchaser the full amount of any erroneous payment or overpayment, as determined by Purchaser, made to Contractor, upon notice of such.

## **8. Advance Payment Prohibited**

No advance payment shall be made for the Services furnished by Contractor under this Master Contract.

## **Contractor's Responsibilities**

### **9. In-State Presence**

Contractor shall have or establish, within thirty (30) days of the effective date of this Master Contract, a place of business staffed by Contractor-employees within Washington State and shall maintain such place of business for the duration of the Master Contract and any SWOs.

## **10. Contractor's Account Manager**

Contractor shall appoint an Account Manager for the State's account. The Account Manager will be the principal point of contact for the DIS Contract Administrator concerning Contractor's performance hereunder and for receipt of notices. The Account Manager will also serve as the focal point for business matters, support coordination, and administrative activities.

## **11. Contractor's Service Representative**

Contractor shall designate a Service Representative for each Purchaser. The designated Service Representative will coordinate and oversee Contractor's Services to Purchaser from Support Web Site development and acceptance testing, through the expiration or termination of the SWO. The Service Representative will be Purchaser's contact for resolving issues, monitoring and reporting on the status of the Services.

## **12. RFP Mandatory Provisions and Technical Requirements**

The mandatory RFP provisions and the provisions of Contractor's Response are incorporated into and are essential substantive terms of this Master Contract. Services provided under this Master Contract shall meet or exceed all of the mandatory and technical requirements of the RFP.

## **13. Work Product**

- 13.1. Purchaser and Contractor agree that all data and work product (collectively called "**Work Product**") produced under this Master Contract and any Supplemental Work Order shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, except for Contractor's Toolset. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, code, graphics, data, films, tapes, and/or sound reproductions, which comprise the Purchaser's Support Web Site, Knowledge Base, and data and their attendant intellectual property rights. Upon termination of this Master Contract, Contractor shall deliver possession of an electronic copy of Purchaser's Work Product to Purchaser.
- 13.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor agrees to immediately sell, assign, and transfer to Purchaser, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 13.3. Contractor agrees to execute all documents and to perform such other proper acts as Purchaser may deem necessary to secure for Purchaser or the State the rights pursuant to this Section.
- 13.4. Contractor shall not use or in any manner disseminate any Work Product to any third party without the prior written permission of the Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 13.5. Any hardware, code, graphics or data and all associated methods, techniques and inventions that are jointly developed by Contractor and Purchaser shall be owned jointly

by Contractor and Purchaser. Contractor agrees that use of any Proprietary Information contained within such jointly owned hardware, code, graphics or data and all associated methods, techniques and inventions shall remain subject to the provision titled **Protection of Proprietary Information**.

- 13.6. Work Product shall not be construed to include Contractor's Toolset. For the purposes of this Contract, Contractor's "**Toolset**" shall mean all hardware, software and all associated methods, techniques and inventions provided to Purchaser by Contractor, and their attendant intellectual property rights, to the extent that such hardware, code, graphics or data and methods, techniques and inventions (i) were created or acquired by Contractor prior to the Effective Date of this Master Contract; (ii) are created or acquired other than in the course of providing Services to Purchaser hereunder; or (iii) are independently (i.e. independent of the State) created or acquired by Contractor in the course of providing Services to Purchaser and are of such a type and nature reasonably appropriate for use in Contractor's business or to develop or deliver services to other customers. In no event shall clause (iii) of this section include any data or information that is specific to the State's business or Customers. Contractor represents and warrants that (i) Contractor has all it has all right, title and interest in, or a valid and binding license to use the Toolset; and (ii) that the Toolset are not the subject of any proceeding or litigation for infringement of any third party intellectual property rights; and (iii) that Contractor has no knowledge of circumstances that would be reasonably expected to give rise to any such proceeding or litigation.
- 13.7. In no case shall Purchaser own any Contractor Toolset contained in Purchaser's Knowledge Base or Support Web Site; *provided that* Contractor grants to Purchaser a perpetual, nonexclusive, royalty-free, irrevocable right and license to use, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, only for use in connection with the State's business and only to the extent necessary for the use, maintenance, modification and creation of updated versions of Purchaser's Knowledge Base and Support Web Site delivered by Contractor hereunder. Such license shall be limited to the extent that Contractor has a right to grant such a license. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of preexisting items in Toolset. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any preexisting items in Toolset item delivered under this Agreement. Purchaser shall have the right to modify or remove any restrictive markings placed upon the preexisting items in Toolset by Contractor.

#### **14. Warranty of Non-Infringement and Authority**

Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit, or administrative or judicial proceeding pending or threatened based on claims that the Services offered pursuant to this Master Contract infringe upon any patents, copyrights, or trade secrets of any third party; and (ii) that Contractor has no actual knowledge that the Services offered pursuant to this Master Contract infringe upon any patents, copyrights, or trade secrets of any third party; and (iii) Contractor has the right to grant any licenses associated with the Services covered by this Master Contract.

## 15. Commencement of Work and Supplemental Work Orders

- 15.1. All Services to be performed for a Purchaser under the Master Contract shall be documented in a Supplemental Work Order and no work shall be performed by Contractor until a Supplemental Work Order between Contractor and Purchaser is executed. An example SWO is provided as Schedule B.
- 15.2. The SWO shall reference the Master Contract by number and the terms of the SWO cannot conflict with the terms of the Master Contract.
- 15.3. The initial term for a SWO will be two (2) years. Renewal terms may be up to two (2) years. SWOs or renewal SWOs entered into prior to the expiration or other termination of the Master Contract may be completed.
- 15.4. Contractor shall be responsible for presenting SWOs to Purchasers and shall keep copies of all SWOs established under this Master Contract in accordance with the records retention requirements set forth in the provision titled **Review of Contractor's Records**, and must provide copies to DIS upon request.

## 16. Site Responsibilities

While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

## 17. Services Overview

- 17.1. Contractor shall provide Purchaser with Web-based Application support services ("**Services**"), which includes both the development of customized Support Web Sites that simulate the design, look and feel of the Purchaser's web-based Application(s), and ongoing hosting of the web site along with interactive Customer support to be provided 24 hours per day, 7 days a week, 365 days a year.
- 17.2. Contractor shall make available to Purchaser's Customers a customized Support Web Site for Purchaser's Application which shall contain self support screens consisting of: Knowledge Base, Frequently Asked Questions ("**FAQs**") that are text and graphically designed, a chat link to a Customer Service Representative ("**CSR**"), an email link to a CSR, and a toll free telephone number(s) to a CSR.
- 17.3. Contractor shall provide CSRs 24 hours per day, 7 days a week, 365 days a year to respond to Customers' inquiries or resolve Customers' problems with using Purchaser's Application.
- 17.4. Contractor shall provide Purchaser with one (1) or more toll free number(s) for Purchaser's Customers to contact a CSR for telephone support requests.
- 17.5. Contractor shall assist and communicate with individuals with disabilities, including those involving hearing, sight and speech.

## 18. Support Web Site Development

- 18.1. During the development of the Support Web Site, Contractor shall:
  - a) Work with Purchaser to design a Support Web Site that simulates the design, look and feel of Purchaser's Application;

- b) Learn Purchaser's Application content and business rules; and
  - c) Train Contractor's staff on Purchaser's Application content and business rules and any other information pertinent to the seamless provision of Services.
- 18.2. Whenever Purchaser's Application changes or is updated, Contractor shall inform and train its staff again, as necessary.
- 18.3. Contractor's Support Web Site(s) shall contain self support screens consisting of: Knowledge Base, FAQs that are text and graphically designed, a chat link to a CSR, an email link to a CSR, and a toll free telephone number(s) to a CSR.
- 18.4. Contractor shall follow the web design guidelines provided by Purchaser, including but not limited to: web site performance, accessibility by Customers, browser specifications, and page-load specifications.
- 18.5. Upon Purchaser's request, Contractor shall be available during non-Business Hours for Support Web Site Development.
- 18.6. Contractor shall develop a Support Web Site that provides a high degree of usability for individuals with disabilities, including those involving hearing, sight and speech.

## **19. Acceptance**

Purchaser will provide Contractor with written acceptance, upon Purchaser's approval of Contractor's Support Web Site design before the site is made available to Customers.

## **20. Support Web Site Maintenance and Enhancements**

Contractor shall periodically update the Knowledge Base and FAQs content for each Application, as well as make changes or enhancements to each Support Web Site. Updates, changes and enhancement shall be made within a reasonable time upon Purchaser's request.

## **21. Services Availability/ Out of Service Credits**

- 21.1. Contractor's ongoing Support Web Site Services shall be available 24 hours per day, 7 days a week, 365 days a year and shall be operational 99.00 percent of the time during any calendar month, excluding scheduled maintenance.
- 21.2. Contractor's inability to deliver Services to this level, excluding problems due solely to Purchaser's or Customer's network or equipment, shall be deemed "**Out-of-Service.**" Being Out-of-Service for 4 hours or more in any 24-hour period constitutes an "**Out-of-Service Condition.**"
- 21.3. Contractor shall provide Purchaser with an "**Out-of-Service Credit**" for every Out-of-Service Condition for each Application, to be applied in the month following the occurrence. "Out-of-Service Credit" is an amount equal to 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month in which the outage occurred.
- 21.4. Contractor shall give reasonable notice to Purchasers of Contractor's maintenance schedule and any changes thereto.

## **22. Support Request Response Time and Resolution**

- 22.1. Contractor shall respond to Customer or Purchaser within thirty (30) minutes of receipt of a Support Request by acknowledging receipt thereof.
- 22.2. All incoming calls shall be answered within three (3) rings by either Contractor's CSR or answering system. Contractor's answering system must provide the caller with the estimated wait time for the next available CSR and provide the caller with the option of holding or leaving a voice mail message for the next available CSR.
- 22.3. When the Estimated Time of Repair ("ETR") is unknown to a Customer/Purchaser, Contractor shall provide, upon request, an hourly status of the progress until the Support Request is resolved. When the ETR for a previously reported problem is determined and communicated to Customer/Purchaser, no further hourly updates are required.
- 22.4. Contractor shall notify the Customer/Purchaser when the reported problem has been resolved.
- 22.5. Reports of Contractor's repeated failure to meet the mandatory response times set forth hereunder, will be considered a failure to perform and subject Contractor to notice of default and possible termination of the SWO by Purchaser or this Master Contract by DIS.

## **23. Call Tracking ACD System**

Contractor shall track all calls using a call tracking ACD system, which must generate canned and customized reports on call statistics ("**Call Reports**"). Call Reports must be available to Purchaser electronically. Contractor shall generate Call Reports on a daily, weekly, monthly, and annual basis, as requested by Purchaser.

- 23.1. Contractor shall record, track, update, and store call tracking data for all Support Requests. Call tracking data shall include the following:
  - a) Number of calls received;
  - b) Average length of time before answering calls;
  - c) Average length of calls;
  - d) Number of abandoned calls;
  - e) Average length of time before calls are abandoned;
  - f) Name or identification number of the CSR;
  - g) CSR's total time available to answer calls;
  - h) CSR's total time unavailable to answer calls; and
  - i) Average staffing levels during the period being reported.
- 23.2. Contractor shall provide historical archiving of call tracking data for one (1) year from the date of the call or until the expiration of the SWO, whichever is earlier. After one (1) year, or upon expiration of the SWO, Contractor shall provide a copy of the archived data to Purchaser.

## **24. Problem and Change Tracking Systems**

Contractor's system shall track both problems and changes for each Application's Support Web Site from initial contact through resolution of the problem or completion of the change.

- 24.1. Contractor shall record, track, update and store data for all reported Support Web Site service problems. Problem tracking data shall include the following:
- a) Date and time that problem was reported;
  - b) Name of Customer making the call;
  - c) Name of person creating problem report;
  - d) Description of problem;
  - e) Name of Purchaser;
  - f) Name of Application experiencing problem;
  - g) Name of the assignee and/or department designated to work on the problem;
  - h) Status of problem;
  - i) Name of CSR tracking problem;
  - j) Free form text describing the steps taken to resolve problem from the time of receipt through resolution, including any additional commentary;
  - k) Date and time of problem resolution;
  - l) Brief description of resolution;
  - m) Elapsed time;
  - n) Name and phone number of whoever resolved the problem; and
  - o) Date and time Customer was notified of resolution.
- 24.2. Contractor shall record, track, update and store data for all Support Web Site service changes. Change tracking data shall include the following:
- a) Date and time change was requested;
  - b) Name of person creating change record;
  - c) Name of the Purchaser;
  - d) Name of the Application;
  - e) Description of change;
  - f) Name of the assignee and/or department designated to work on change;
  - g) Status of change;
  - h) Free form text describing the steps taken to perform change and back-out plan;
  - i) Planned start date and time;
  - j) Planned completion date and time;
  - k) Actual start date and time;
  - l) Actual completion date and time;
  - m) Elapsed time; and
  - n) List of approvers.
- 24.3. Contractor's problem and change tracking system shall generate canned and customized reports on problem and change statistics ("**Problem Reports**"). Problem Reports shall be available to Purchasers electronically. Contractor shall generate Problem Reports on a daily, weekly, monthly, and annual basis, as requested by Purchaser.
- 24.4. Contractor shall provide historical archiving of problem and change tracking data for one (1) year from the date of the incident or until the expiration of the SWO, whichever is earlier. After one year, or upon expiration of the SWO, Contractor shall provide a copy of the archived data to Purchaser.

25. **System Outage and Change Management Notification**

Contractor shall immediately notify Purchaser of all system outages and system changes that directly affect the support of Purchaser Applications.

26. **Disaster Recovery**

Contractor shall restore all support systems (e.g., call/problem tracking systems, web site, Knowledge Base systems) and data files as soon as reasonably possible in the event of a disaster. Contractor shall be solely responsible for all costs associated with rebuilding or recovering the Support Web Sites and all records and related information that existed prior to the disaster, unless caused by the State, its officers, employees, agents or subcontractors. Contractor's Disaster Recovery Plan is attached as Schedule C.

27. **Customer Satisfaction**

Contractor shall conduct service quality reviews, e.g., in-person surveys, online surveys, and phone surveys, with respect to Contractor's performance for supported Purchaser Applications and related Services on a quarterly basis, or more frequently upon Purchaser's request. Contractor shall provide the information resulting from the service quality reviews to Purchaser. Upon Purchaser's request, Contractor shall develop and implement action plan(s) to improve Customers' satisfaction of Contractor's performance.

28. **Protection of Confidential Information**

28.1. Contractor acknowledges that some of the material and information which may come into its possession or knowledge in connection with this Master Contract, SWO, or their performance, may consist of data that may be used to identify, distinguish, or locate individual recipients of Purchaser's services ("**Confidential Information**"). Confidential Information may include without limitation names, addresses, Social Security numbers, email addresses, telephone numbers, financial profiles, credit card information, passwords Personal Identification Numbers, or lists of contacts. Contractor agrees to hold all such Confidential Information in strictest confidence and not to make any use of Confidential Information for any purpose other than the performance of this Master Contract or SWO, to release it only to authorized employees or subcontractors requiring such Confidential Information for the purposes of carrying out this Master Contract or SWO, and not to release or disclose it to any other party. Contractor agrees to release such Confidential Information or material only to employees or subcontractors who have signed a written non-disclosure agreement, the terms of which have been previously approved by Purchaser, expressly prohibiting disclosure. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Immediately upon termination of this Master Contract or each SWO, Contractor shall certify to Purchaser the destruction or return of all Confidential Information to Purchaser.

28.2. To the extent allowed by Contractor's customer relationship management software and as consistent with provision 5.10 of Contractor's Response titled **Confidential Information and Data Security**, Contractor shall maintain a database which can document the following:

- a) Confidential Information received in the performance of this Contract;

- b) The purposes for which the Confidential Information was received; and
- c) The final disposition of the Confidential Information.

Contractor shall maintain a comprehensive record of which employees or subcontractors have access to this database over the life of the Master Contract. Contractor's record and database shall be subject to inspection, review or audit in accordance with **Review of Contractor's Records**.

- 28.3. This provision does not impose any obligation on the Contractor if the Confidential Information is: (a) publicly known at the time of disclosure; (b) already known to the receiving party at the time; (c) furnished by DIS or Purchaser to others without restrictions on its use or disclosure; (d) independently developed by the receiving party without use of the confidential information.
- 28.4. Except for its own internal use in carrying out its obligations under this Master Contract or SWO, Contractor agrees not to sell or distribute any Confidential Information collected or derived from the negotiation or performance of this Master Contract.
- 28.5. Violation of this section by Vendor or its subcontractors may result in termination of this Master Contract or SWO(s), monetary damages, or statutory penalties.

## 29. Protection of Proprietary Information

- 29.1. Contractor acknowledges that, in connection with this Master Contract or SWOs and its relationship with Purchaser or DIS, it may obtain information that is of a confidential and proprietary nature ("**Proprietary Information**"). Such Proprietary Information may include, but is not limited to, passwords, Personal Identification Numbers, network security information, information relating to Purchaser's business affairs, employees, clients, finances, technology, software source documents, data, or other information which Contractor knows or has reason to know is confidential or proprietary information.
- 29.2. Contractor shall at all times during the term of the Master Contract or SWO and prior to the destruction of the Proprietary Information, keep in trust and confidence all such Proprietary Information and shall not use such Proprietary Information for any purpose other than the performance of this Master Agreement or SWO; nor shall Contractor release Proprietary Information to employees or subcontractors unless required for the purposes of carrying out this Master Contract or SWO; nor shall Contractor disclose any such Proprietary Information to third parties without Purchaser's written consent. Contractor agrees to release such Proprietary Information or material only to employees or subcontractors who have signed a written non-disclosure agreement, the terms of which have been previously approved by Purchaser, expressly prohibiting disclosure. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Proprietary Information. Upon termination at any time and for any reason of each SWO, Contractor agrees to immediately return to Purchaser all Proprietary Information (including copies thereof) in Contractor's possession, custody, or control.
- 29.3. This provision does not impose any obligation on the Contractor if the Proprietary Information is: (a) publicly known at the time of disclosure; (b) already known to the receiving party at the time; (c) furnished by DIS or Purchaser to others without restrictions on its use or disclosure; (d) independently developed by the receiving party without use of the confidential information.

29.4. Except for its own internal use in carrying out its obligations under this Master Contract, Contractor agrees not to sell or distribute any Proprietary Information collected or derived from the negotiation or performance of this Master Contract.

29.5. Violation of this section by Vendor or its subcontractors may result in termination of this Master Contract or SWO(s), monetary damages, or statutory penalties.

### **30. Contractor Commitments, Warranties and Representations**

Any written commitment by contractor within the scope of this Master Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Master Contract. For purposes of this Master Contract, a commitment by Contractor which shall be in writing includes:

(a) prices, discounts, and options committed to remain in force over a specified period of time; and, (b) any warranty or representation made by Contractor in its Response or contained in any literature, descriptions, drawings or specifications accompanying or referred to in its Response or used to effect the sale to Purchaser.

### **31. Security**

Contractor warrants that all electronic use, transfer, and storage of Confidential and Proprietary Information will be safeguarded by means of standard industry practice encryption technology for the protection thereof, or as requested by Purchaser.

## **Purchaser's Authority and Responsibilities**

### **32. Confidential & Proprietary Information**

Purchasers shall identify or make known to Contractor all information considered by Purchaser to be Confidential Information or Proprietary Information as defined above.

### **33. Purchaser Use of Master Contract**

33.1. This Master Contract may be used by authorized Purchasers only and is not for personal use. Purchaser shall comply with the notice requirements set forth in the provision titled **Contractor's Proprietary Information**. Reference of this Master Contract Number and/or Purchaser's signature on a Supplemental Work Order entered into pursuant to this Master Contract signifies Purchaser's agreement to comply with all provisions of this Master Contract. Failure to abide by these restrictions may result in Purchaser forfeiting the right to make future purchases under this or other Master Contracts.

33.2. Purchasers who use the State's TCP/IP backbone network, K-20 network, or Inter Governmental Network ("IGN") must contact the DIS Help Desk Manager and include him/her in the establishment of the business rules and escalation procedures with respect to the state networks and state network security to be set forth in the SWO.

#### **DIS Help Desk Manager:**

State of Washington  
Department of Information Services  
1115 Washington St. SE

Office Building 2  
PO Box 42445  
Olympia, WA 98504-2445  
Phone number: (360) 902-3224  
Fax number: (360) 586-4045  
Email: larryd@dis.wa.gov

## Contract Administration

### 34. Notices

- 34.1. Any notice or demand or other communication required or permitted to be given under this Master Contract or applicable law shall be effective only if it is in writing, properly addressed, and delivered in person, or sent by facsimile transmission, or by a recognized courier service, or by email, to the parties at the addresses or phone numbers provided in this section. For purposes of complying with any provision in this Master Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:	To DIS at:
SafeHarbor.com, Inc.  Attn: Account Manager Brent Kellogg 1326 5 <sup>th</sup> Ave., Suite 660 Seattle, WA 98101 Phone number: (206) 922-5017 Fax number: (206) 922-5022 Email: brent@safeharbor.com	State of Washington Department of Information Services Attn: TSD Contract Administrator PO Box 42445 512 - 12 <sup>th</sup> Avenue SE Olympia, WA 98504-2445 Phone number: ( ) Fax number: (360) 664-0711 Email: mcadmin@dis.wa.gov

or to **Purchasers** at the addresses and fax number listed on their Supplemental Work Order.

- 34.2. Such communications shall be effective upon receipt. The notice addresses and fax numbers as provided herein may be changed only by written notice as provided above.
- 34.3. In the event that a subpoena or other legal process commenced by a third party, related in any way to the Services provided pursuant to this Master Contract is served upon Contractor, DIS or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

### 35. Section Headings, Incorporated Documents and Order of Precedence

- 35.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 35.2. Each of the documents listed below is incorporated by this reference into this Master Contract as though fully set forth herein.

- a) Exhibit A - State of Washington, DIS Request for Proposal for Web-based Application Support Services, T01-RFP-003, dated RFP May 23, 2000;
  - b) Exhibit B - Contractor's Response, dated June 12, 2000, including all written information provided with Contractor's Response;
  - c) The terms and conditions contained in the Supplemental Work Order; and
  - d) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of the Services to Purchaser.
- 35.3. In the event of any inconsistency in this Master Contract, it shall be resolved in the following order of precedence:
- a) Applicable federal and state statutes, laws, and regulations;
  - b) Provisions of this Master Contract (T01-MST-001);
  - c) Schedule A - Services Price List;
  - d) Exhibit A to this Master Contract;
  - e) Exhibit B to this Master Contract; and
  - f) The terms and conditions contained in the Supplemental Work Order.

### **36. Entire Agreement**

This Master Contract sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and except as provided in the section **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Master Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or Specifications of this Master Contract will be effective without the written consent of both parties.

### **37. Additional Services and Equipment**

Additional Services, which are determined by the State to be appropriate to the scope of this Master Contract, may be added to this Master Contract (Schedule A hereto) by an instrument in writing, signed by both parties. Such writing shall include a specific description of the additional Services, pricing and additional terms and conditions as relevant.

### **38. Authority for Modifications and Amendments**

No modification, amendment, alteration, addition or waiver of any section or condition of this Master Contract shall be effective or binding unless in writing and signed by authorized representatives of Contractor and DIS.

### **39. Independent Status of Contractor**

In the performance of this Master Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, nor will Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW, chapter 23B.16 RCW, or Title 51 RCW.

#### 40. Governing Law

This Master Contract shall be governed in all respects by the law and statutes of the state of Washington. Jurisdiction for any action hereunder shall be the Superior Court for the state of Washington. Venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

#### 41. Rule of Construction as to Ambiguities

Each party to this Master Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Master Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

#### 42. Subcontractors

Contractor may, with prior written permission from the DIS Contract Administrator, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce Contractor's liability to Purchaser or DIS for any breach in the performance of Contractor's duties. For purposes of this Master Contract, Contractor agrees that all subcontractors shall be deemed agents of Contractor. Contractor further agrees to hold Purchaser or DIS harmless from acts or omissions of Contractor's subcontractors, their agents, or employees subject to the limitations set forth in the **Limitation of Liability** section of this Contract. Purchaser or DIS shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of employees, or violations of the **Patent and Copyright Indemnification** sections of this Master Contract occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees. The **Warranty of Non-Infringement and Authority** and **Patent and Copyright Indemnification** sections of this Master Contract shall apply to all subcontractors.

#### 43. Assignment

- 43.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Master Contract including the proceeds hereof: *provided that*, such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser or DIS that may arise from any breach of this Master Contract, its supplements, or warranties made herein, including but not limited to rights of setoff.
- 43.2. With the prior written consent of Contractor, which consent shall not be unreasonably withheld, DIS may assign this Master Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington: *provided that*, such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder, nor shall the assignment by Purchaser allow an increase or expansion of the services of Contractor provided for herein.

#### **44. Publicity**

- 44.1. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity matters relating to this Master Contract or any Service furnished by Contractor wherein Purchaser or DIS is mentioned or language is used which infers or implies a connection between Contractor and Purchaser or DIS. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of DIS.
- 44.2. DIS may use Contractor's name and logo in promotion and other publicity matters relating to this Master Contract, without royalty, provided that this Master Contract and the relationship between the Parties is not misrepresented. Any use of Contractor's logo shall inure to the benefit of Contractor.

#### **45. Review of Contractor's Records**

- 45.1. Contractor and its subcontractors shall maintain books, records, documents and other evidence relating to this Master Contract, including but not limited to use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after the expiration or termination of any Supplemental Work Order entered into pursuant to this Master Contract. Records involving matters in litigation related to this Contract or any SWO shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within five (5) years from the date of expiration or termination of this Contract or any SWO.
- 45.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable. During this Contract's term, Contractor shall provide access to these items within Thurston County. During the six (6) year period after the Contract term or five (5) year term following litigation, delivery of and access to these items will be at no cost to the State. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its subcontractors.
- 45.3. The records retention and review requirements of this section shall be incorporated by Contractor in any of its subcontracts.
- 45.4. It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Contractor's cost structure, to include overhead, general and administrative expenses, and profit factors shall be excluded from DIS' review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

## General Provisions

### 46. Patent and Copyright Indemnification

- 46.1. Contractor will, at its expense, defend or settle any claim against the State that any Services or Work Product supplied hereunder infringe any patent, copyright, or trademark. Contractor will pay resulting costs, damages and attorneys' fees awarded by final judgement or agreed upon in a negotiated settlement, *provided that*, the State:
- a) Promptly notifies Contractor in writing of the claim; and
  - b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.
- 46.2. Contractor will pay all costs of such defense and settlement, and any costs and damages awarded by a court or incurred by the State, except costs paid to the Office of the Attorney General as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, the State agrees to permit Contractor at its option and expense, either to procure for the State the right to continue using the Services or Work Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Services or Work Product is enjoined by a court, and Contractor determines that none of these alternatives is reasonably available, this Master Contract and all Supplemental Work Orders entered into pursuant to this Master Contract shall terminate and the State will pay only those charges for Services received prior to such termination, pro-rated based on a thirty (30) day month.
- 46.3. Contractor has no liability for any claim of infringement arising from Contractor's compliance with any designs, specifications or instructions of Purchaser, unless the claim arose against Contractor's Services or Work Product independently of Purchaser's actions.

### 47. Save Harmless

Contractor shall defend, indemnify and save the State harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from any claim by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or subcontractors. Contractor shall be required to defend, indemnify, and save harmless Purchaser only to the extent such claim is caused in whole or in part by Contractor's intentional, willful or negligent acts or omissions. Contractor's obligation to defend, indemnify, and save harmless Purchaser shall not be eliminated or reduced by any actual or alleged concurrent Purchaser negligence.

### 48. Industrial Insurance Coverage

Prior to performing work under this Master Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Master Contract. Except as prohibited by law, Contractor waives all rights of subrogation against DIS and Purchaser for recovery of damages to the extent they are covered by workers compensation or other insurance required to be purchased by Contractor under this Master

Contract. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of this Master Contract.

#### 49. **Licensing Standards**

Contractor shall comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of this Master Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

#### 50. **Compliance with Civil Rights Laws**

During the performance of this Master Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and chapter 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Master Contract may be rescinded or terminated in whole or in part under the **Termination for Default** section, and Contractor may be declared ineligible for further Contracts with the State. In addition to the cancellation of this Master Contract, Contractor may be subject to remedies under federal and state law.

#### 51. **Severability**

The terms and conditions of this Master Contract are declared severable. If any term or condition of this Master Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

#### 52. **Waiver**

Waiver of any breach of any term or condition of this Master Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Master Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

#### 53. **Treatment of Assets**

- 53.1. Title to all property furnished by Purchaser shall remain vested in Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement under this Master Contract shall pass to and vest in Purchaser pursuant to provision 13, **Work Product**, except for Contractor's Toolset.
- 53.2. Any property of Purchaser furnished to Contractor, unless otherwise provided herein or approved by Purchaser, shall be used only for the performance of this Master Contract.
- 53.3. Contractor shall be responsible for any loss or damage to property of Purchaser which results from willful misconduct or negligence on the part of Contractor or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices.

- 53.4. Upon loss, destruction, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.
- 53.5. Contractor shall surrender to Purchaser all Purchaser's property prior to settlement upon completion, termination, or cancellation of this Master Contract.
- 53.6. All references to Contractor under this section shall also include Contractor's employees, agents, or subcontractors.

#### **54. Contractor's Proprietary Information**

Contractor acknowledges that Purchaser is subject to chapter 42.17 RCW, the Public Disclosure Act, and that this Master Contract and any Supplemental Work Orders shall be public records as defined in chapter 42.17 RCW. Any specific information that Contractor claims to be confidential or proprietary shall be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, Purchaser shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchaser will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

#### **55. Compliance with Information Technology Security Policy**

Any network activity that would affect the State's network security must be in compliance with Washington State's Information Technology Security Policy located at:  
[http://www.wa.gov/dis/portfolio/PM\\_one.html#ISPD](http://www.wa.gov/dis/portfolio/PM_one.html#ISPD)

Purchaser information provided to Contractor in support of Applications should be transmitted from the Purchaser to Contractor and stored at Contractor's place of business. Should Purchaser's SWO require Contractor to access through the State firewalls, such SWO must be reviewed and approved by DIS via the DIS Help Desk Manager.

### **Disputes and Remedies**

#### **56. Disputes**

- 56.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser or DIS and it cannot be resolved between the parties with the aid of the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 56.2. Disputes shall be resolved as quickly as possible. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days.
  - a) Both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within three (3) Business Days, a dispute resolution panel may be requested in writing by the initiating party, who shall also identify the first panel member.

- b) Within three (3) Business Days of receipt of the initiating party's request, the responding party will designate a panel member. The two panel members will appoint a third member to the panel within the next three (3) Business Days.
  - c) Each of the parties agrees to bear the costs of its own designated panel member. The costs for the third panel member shall be shared equally by the parties.
  - d) The panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
  - e) The parties agree that the decision of the panel will be binding.
- 56.3. Purchaser, DIS and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Master Contract which are not affected by the dispute.
- 56.4. Purchaser, DIS and Contractor agree to exercise good faith in dispute resolution and, whenever possible, to settle disputes prior to using the dispute resolution panel. No party shall commence litigation against another before the panel has issued its decision on the matter in dispute.

## **57. Attorneys' Fees and Costs**

If any party brings litigation to enforce any term, condition, or section of this Master Contract, or as a result of this Master Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as subsequent to judgement in obtaining execution thereof.

## **58. Non-Exclusive Remedies**

The remedies provided for in this Master Contract shall not be exclusive but are in addition to all other remedies available under law.

## **59. Failure to Perform**

If Contractor fails to perform any substantial obligation under this Master Contract, Purchaser shall give Contractor written notice of such failure to perform. If, after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then without penalty to Purchaser, Purchaser may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved.

## **60. Limitation of Liability**

- 60.1. The parties agree that neither Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. The damages specified in the sections titled **Review of Contractor's Records** and **Termination for Default** are not consequential, incidental, indirect, or special damages as those terms are used in this section.
- 60.2. Neither Contractor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or

contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays shall be beyond the reasonable control and without fault or negligence of Contractor, Purchaser, or their respective subcontractors.

- 60.3. If delays are caused by a subcontractor without its fault or negligence, neither Contractor nor Purchaser shall be liable for damages for delays, unless the Services were obtainable on comparable terms from other sources in sufficient time to permit Contractor or Purchaser to meet its required performance schedule.
- 60.4. Neither party shall be liable for personal injury or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

## **Contract Termination**

### **61. Termination for Default**

- 61.1. If Contractor violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its obligations under this Master Contract, the DIS Contract Administrator or the affected Purchaser shall give Contractor written notice of the failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise mutually agreed. If Contractor's failure or violation is not so corrected, Purchaser, at its option, may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved, or pursue immediate termination of a Supplemental Work Order or this Master Contract, as appropriate. In such event, this Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor or Purchaser's Supplemental Work Order may be terminated by written notice from Purchaser to Contractor. The option to terminate this Master Contract shall be at the sole discretion of DIS.
- 61.2. In the event DIS terminates this Master Contract or Purchaser terminates a Supplemental Work Order, DIS or Purchaser shall have the right to procure the Services that are the subject of this Master Contract on the open market and Contractor shall be liable for all damages including, but not limited to:
  - a) The cost difference between the original Master Contract price for the Services and the replacement costs of such Services acquired from another vendor; and
  - b) If applicable, all administrative costs directly related to the replacement of the Master Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; and
  - c) Any other costs to Purchaser or DIS resulting from Contractor's breach.

Purchaser or DIS shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe Purchaser or DIS for Contractor's default.

- 61.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its performance obligations under this Master Contract, then Contractor shall give the DIS Contracting Officer or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser

within thirty (30) calendar days. If such failure to perform is not so corrected, Purchaser's Supplemental Work Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated immediately by written notice from Contractor to the DIS Contracting Officer.

- 61.4. If it is determined the failure to perform is without the defaulting party's control, fault, or negligence; the termination shall be deemed a Termination for Convenience.
- 61.5. This section shall not apply to any failure to perform that results from the willful or negligent acts or omissions of the aggrieved party.

## **62. Termination for Convenience**

- 62.1. When it is in the best interest of the State, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor. Invocation of the **Termination for Withdrawal of Authority** or **Termination for Non-Allocation of Funds** sections shall be deemed a Termination for Convenience but will not require such fourteen (14) calendar days written notice.
- 62.2. If this Master Contract is so terminated, Purchaser is liable only for payments required by the terms of this Master Contract for Services received and accepted by Purchaser prior to the effective date of termination.

## **63. Termination for Withdrawal of Authority**

In the event that the authority of Purchaser or DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract and prior to normal completion, DIS may terminate this Master Contract under the **Termination for Convenience** section. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Master Contract to acquire similar Services from a third party.

## **64. Termination for Non-Allocation of Funds**

If funds are not allocated to continue this Master Contract in any future period, Purchaser or DIS will not be obligated to pay any further charges for Services beyond the end of the then-current period. In such case, Purchaser or DIS agrees to notify Contractor at the earliest possible opportunity of such non-allocation. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit Purchaser or DIS to terminate this Master Contract to acquire similar Services from a third party.

## **65. Termination for Conflict of Interest**

DIS may terminate this Master Contract by written notice to Contractor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract is terminated for conflict of interest, DIS shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Master Contract.

## **66. Termination Procedure**

- 66.1. Upon termination of all or part of this Master Contract and in addition to any other rights provided in this Contract, DIS may require Contractor to deliver to Purchaser or DIS, as appropriate, any property or Work Product specifically produced or acquired for the performance of such part of this Master Contract as has been terminated.
- 66.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon price, if separately stated, for Services received and accepted by Purchaser, *provided that*, in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor for such Services, such sum as Purchaser determines necessary to protect Purchaser from potential loss or liability.
- 66.3. Within thirty (30) calendar days of notice, Contractor shall pay any damages due DIS or Purchaser.

## **Activity Reporting and Administration Fee**

### **67. DIS Master Contract Administration Fee and Collection**

- 67.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.
- 67.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 67.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.
- 67.4. Contractor shall remit the Master Contract Administration Fee directly to the DIS Contract Administrator along with the Master Contract Activity Report.

### **68. Master Contract Activity Reporting**

- 68.1. Contractor shall submit to the DIS Contract Administrator a monthly Activity Report of all Services purchased under this Master Contract. The report shall identify:
  - a) This Master Contract number (T01-MST-001);
  - b) Each Purchaser making purchases during that month;
  - c) The total invoice price, excluding sales tax for each Purchaser; and,
  - d) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
  - e) The DIS Master Contract Administration Fee.
- 68.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted by the 15<sup>th</sup> calendar day of the month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.

- 68.3. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.
- 68.4. Monthly reports are required even if no activity occurred.
- 68.5. Upon request by DIS, Contractor shall provide the contact information of all Purchasers during the term of the Master Contract in the format requested.

**69. Failure to Remit Reports/Fees**

- 69.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.
- 69.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Master Contract. Contractor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.
- 69.3. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered failure to perform by Contractor.
- 69.4. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

**Contract Execution**

**70. Authority to Bind**

The signatories to this Master Contract represent that they have the authority to bind their respective organizations to this Contract.

## 71. Counterparts

This Master Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Master Contract signed by each party, for all purposes.

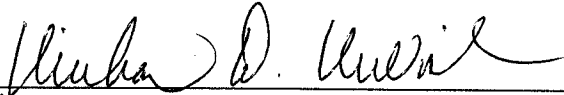
*In Witness Whereof*, the parties hereto, having read this Master Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

### APPROVED

State of Washington  
Department of Information Services

### APPROVED

SafeHarbor.com, Inc.

  
\_\_\_\_\_  
Signature

Michael D. McVicker  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

8/18/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

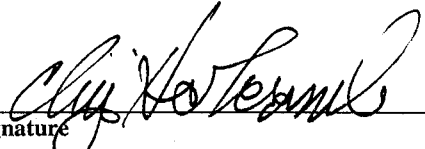
Bo WARDEN  
\_\_\_\_\_  
Print or Type Name

PRESIDENT  
\_\_\_\_\_  
Title

8/15/00  
\_\_\_\_\_  
Date

### Approved as to Form

State of Washington,  
Office of the Attorney General

  
\_\_\_\_\_  
Signature

Chip Holcomb

\_\_\_\_\_  
Print or Type Name

Assistant Attorney General  
\_\_\_\_\_  
Title

8/16/00  
\_\_\_\_\_  
Date

Contractor's Phone Number:  
(360) 482-1717

Contractor's Fax Number:  
(360) 482-1515

Contractor's UBI Number:  
601-870-519

Contractor's Federal Tax ID Number:  
91-1895496

Minority or Woman Owned Business Enterprise

Yes \_\_\_\_\_ No ☒

(Certification Number)

# **Schedule A**

## ***Authorized Product and Price List***

**Master Contract No. T01-MST-001**

**With**

**SafeHarbor.com, Inc.**

**\*\*Please review Price link for current information.**

# **Schedule B**

## ***Supplemental Work Order Form***

**Supplemental Work Order 0000**  
**to**  
**Master Contract Number T01-MST-001**  
**for Web-based Application Support Services**

This Supplemental Work Order is entered into between the Purchaser and the Contractor identified in the signature block hereto, and incorporates by reference the terms and conditions of Master Contract T01-MST-001 in effect between the Department of Information Services ("DIS") and Contractor. The terms and conditions of this Supplemental Work Order shall not conflict with the terms and conditions of the Master Contract; in the event of any conflict, the Master Contract shall prevail.

**1. Supplemental Work Order Term**

- 1.1. The initial term for this SWO will be two (2) years. This SWO may be renewed at Purchaser's option for additional terms of up to two (2) years each.
- 1.2. SWOs or renewal SWOs entered into prior to the expiration or other termination of the Master Contract may be completed under the Master Contract terms and conditions in effect when the SWO or renewal SWO was entered into. New SWOs or renewal SWOs may not be entered into after the expiration or other termination of the Master Contract.

**2. Pricing**

Contractor agrees to provide the Services at the prices set forth in the *Services Price List* attached as Schedule A to the Master Contract. No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee (.5% of the purchase price).

**3. Contractor's Service Representative**

Contractor designates the person indicated on the signature page as the Service Representative for Purchaser. The designated Service Representative will coordinate and oversee Contractor's Services to Purchaser from Support Web Site development and acceptance testing, through the expiration or termination of the SWO. The Service Representative will be Purchaser's contact for resolving issues, monitoring and reporting on the status of the Services.

**4. Work Product**

- 4.1. Purchaser and Contractor agree that all data and work product (collectively called "**Work Product**") produced under this Master Contract and any Supplemental Work Order shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, except for Contractor's Toolset. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, code, graphics, data, films, tapes, and/or sound reproductions, which comprise the Purchaser's Support Web Site, Knowledge Base, and data and their attendant intellectual property rights. Upon

termination of this Master Contract, Contractor shall deliver possession of an electronic copy of Purchaser's Work Product to Purchaser.

- 4.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor agrees to immediately sell, assign, and transfer to Purchaser, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.3. Contractor agrees to execute all documents and to perform such other proper acts as Purchaser may deem necessary to secure for Purchaser or the State the rights pursuant to this Section.
- 4.4. Contractor shall not use or in any manner disseminate any Work Product to any third party without the prior written permission of the Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.5. Any hardware, code, graphics or data and all associated methods, techniques and inventions that are jointly developed by Contractor and Purchaser shall be owned jointly by Contractor and Purchaser. Contractor agrees that use of any Proprietary Information contained within such jointly owned hardware, code, graphics or data and all associated methods, techniques and inventions shall remain subject to the provision titled **Protection of Proprietary Information**.
- 4.6. Work Product shall not be construed to include Contractor's Toolset. For the purposes of this Contract, Contractor's "**Toolset**" shall mean all hardware, software and all associated methods, techniques and inventions provided to Purchaser by Contractor, and their attendant intellectual property rights, to the extent that such hardware, code, graphics or data and methods, techniques and inventions (i) were created or acquired by Contractor prior to the Effective Date of this Master Contract; (ii) are created or acquired other than in the course of providing Services to Purchaser hereunder; or (iii) are independently (i.e. independent of the State) created or acquired by Contractor in the course of providing Services to Purchaser and are of such a type and nature reasonably appropriate for use in Contractor's business or to develop or deliver services to other customers. In no event shall clause (iii) of this section include any data or information that is specific to the State's business or Customers. Contractor represents and warrants that (i) Contractor has all it has all right, title and interest in, or a valid and binding license to use the Toolset; and (ii) that the Toolset are not the subject of any proceeding or litigation for infringement of any third party intellectual property rights; and (iii) that Contractor has no knowledge of circumstances that would be reasonably expected to give rise to any such proceeding or litigation.
- 4.7. In no case shall Purchaser own any Contractor Toolset contained in Purchaser's Knowledge Base or Support Web Site; *provided that* Contractor grants to Purchaser a perpetual, nonexclusive, royalty-free, irrevocable right and license to use, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, only for use in connection with the State's business and only to the extent necessary for the use, maintenance, modification and creation of updated versions of Purchaser's Knowledge Base and Support Web Site delivered by Contractor hereunder. Such license shall be limited to the extent that Contractor has a right to grant such a license. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for

the inclusion of preexisting items in Toolset. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any preexisting items in Toolset item delivered under this Agreement. Purchaser shall have the right to modify or remove any restrictive markings placed upon the preexisting items in Toolset by Contractor.

## 5. Services Overview

- 5.1. Contractor shall provide Purchaser with Web-based Application support services ("Services"), which includes both the development of customized Support Web Sites that simulate the design, look and feel of the Purchaser's web-based Application(s), and ongoing hosting of the web site along with interactive Customer support to be provided 24 hours per day, 7 days a week, 365 days a year.
- 5.2. Contractor shall make available to Purchaser's Customers a customized Support Web Site for Purchaser's Application which shall contain self support screens consisting of: Knowledge Base, Frequently Asked Questions ("FAQs") that are text and graphically designed, a chat link to a Customer Service Representative ("CSR"), an email link to a CSR, and a toll free telephone number(s) to a CSR.
- 5.3. Contractor shall provide CSRs 24 hours per day, 7 days a week, 365 days a year to respond to Customers' inquiries or resolve Customers' problems with using Purchaser's Application.
- 5.4. Contractor shall provide Purchaser with one (1) or more toll free number(s) for Purchaser's Customers to contact a CSR for telephone support requests.
- 5.5. Contractor shall assist and communicate with individuals with disabilities, including those involving hearing, sight and speech.

## 6. Support Web Site Development

- 6.1. During the development of the Support Web Site, Contractor shall:
  - a) Work with Purchaser to design a Support Web Site that simulates the design, look and feel of Purchaser's Application;
  - b) Learn Purchaser's Application content and business rules; and
  - c) Train Contractor's staff on Purchaser's Application content and business rules and any other information pertinent to the seamless provision of Services.
- 6.2. Whenever Purchaser's Application changes or is updated, Contractor shall inform and train its staff again, as necessary.
- 6.3. Contractor's Support Web Site(s) shall contain self support screens consisting of: Knowledge Base, FAQs that are text and graphically designed, a chat link to a CSR, an email link to a CSR, and a toll free telephone number(s) to a CSR.
- 6.4. Contractor shall follow the web design guidelines provided by Purchaser, including but not limited to: web site performance, accessibility by Customers, browser specifications, and page-load specifications.
- 6.5. Upon Purchaser's request, Contractor shall be available during non-Business Hours for Support Web Site Development.

- 6.6. Contractor shall develop a Support Web Site that provides a high degree of usability for individuals with disabilities, including those involving hearing, sight and speech.

**7. Acceptance**

Purchaser will provide Contractor with written acceptance, upon Purchaser's approval of Contractor's Support Web Site design before the site is made available to Customers.

**8. Support Web Site Maintenance and Enhancements**

Contractor shall periodically update the Knowledge Base and FAQs content for each Application, as well as make changes or enhancements to each Support Web Site. Updates, changes and enhancement shall be made within a reasonable time upon Purchaser's request.

**9. Services Availability/ Out of Service Credits**

- 9.1. Contractor's ongoing Support Web Site Services shall be available 24 hours per day, 7 days a week, 365 days a year and shall be operational 99.00 percent of the time during any calendar month, excluding scheduled maintenance.
- 9.2. Contractor's inability to deliver Services to this level, excluding problems due solely to Purchaser's or Customer's network or equipment, shall be deemed "**Out-of-Service.**" Being Out-of-Service for 4 hours or more in any 24-hour period constitutes an "**Out-of-Service Condition.**"
- 9.3. Contractor shall provide Purchaser with an Out-of-Service Credit for every Out-of-Service Condition for each Application, to be applied in the month following the occurrence. "**Out-of-Service Credit**" is an amount equal to 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month in which the outage occurred.
- 9.4. Contractor shall give reasonable notice to Purchasers of Contractor's maintenance schedule and any changes thereto.

**10. Support Request Response Time and Resolution**

- 10.1. Contractor shall respond to Customer or Purchaser within thirty (30) minutes of receipt of a Support Request by acknowledging receipt thereof.
- 10.2. All incoming calls shall be answered within three (3) rings by either Contractor's CSR or answering system. Contractor's answering system must provide the caller with the estimated wait time for the next available CSR and provide the caller with the option of holding or leaving a voice mail message for the next available CSR.
- 10.3. When the Estimated Time of Repair ("**ETR**") is unknown to a Customer/Purchaser, Contractor shall provide, upon request, an hourly status of the progress until the Support Request is resolved. When the ETR for a previously reported problem is determined and communicated to Customer/Purchaser, no further hourly updates are required.
- 10.4. Contractor shall notify the Customer/Purchaser when the reported problem has been resolved.

- 10.5. Reports of Contractor's repeated failure to meet the mandatory response times set forth hereunder, will be considered a failure to perform and subject Contractor to notice of default and possible termination of the SWO by Purchaser or this Master Contract by DIS.

**11. Call, Problem and Change Data**

- 11.1. Contractor is required to track and record data about calls received, problems reported and changes made to the Support Web Site. Various canned and customized reports on call statistics ("**Call Reports**") and on problem and change statistics ("**Problem Reports**") are available to Purchaser electronically. Contractor shall generate Call and/or Problem Reports on a daily, weekly, monthly, and annual basis, as requested by Purchaser.
- 11.2. Contractor shall provide historical archiving of call, problem and change tracking data for one (1) year from the date of the incident or until the expiration of the SWO, whichever is earlier. After one year, or upon expiration of the SWO, Contractor shall provide a copy of the archived data to Purchaser.

**12. System Outage and Change Management Notification**

Contractor shall immediately notify Purchaser of all system outages and system changes that directly affect the support of Purchaser Applications.

**13. Disaster Recovery**

Contractor shall restore all support systems (e.g., call/problem tracking systems, web site, Knowledge Base systems) and data files as soon as reasonably possible in the event of a disaster. Contractor shall be solely responsible for all costs associated with rebuilding or recovering the Support Web Sites and all records and related information that existed prior to the disaster, unless caused by the State, its officers, employees, agents or subcontractors. Contractor's Disaster Recovery Plan is Schedule C to the Master Contract.

**14. Customer Satisfaction**

Contractor shall conduct service quality reviews, e.g., in-person surveys, online surveys, and phone surveys, with respect to Contractor's performance for supported Purchaser Applications and related Services on a quarterly basis, or more frequently upon Purchaser's request. Contractor shall provide the information resulting from the service quality reviews to Purchaser. Upon Purchaser's request, Contractor shall develop and implement action plan(s) to improve Customers' satisfaction of Contractor's performance.

**15. Protection of Confidential Information**

- 15.1. Contractor acknowledges that some of the material and information which may come into its possession or knowledge in connection with this Master Contract, SWO, or their performance, may consist of data that may be used to identify, distinguish, or locate individual recipients of Purchaser's services ("**Confidential Information**"). Confidential Information may include without limitation names, addresses, Social Security numbers, email addresses, telephone numbers, financial profiles, credit card information,

passwords Personal Identification Numbers, *[Purchaser should modify the list to their specific working relationship with Contractor and add any other particular confidential information about which Purchaser has concerns.]* or lists of contacts. Contractor agrees to hold all such Confidential Information in strictest confidence and not to make any use of Confidential Information for any purpose other than the performance of this Master Contract or SWO, to release it only to authorized employees or subcontractors requiring such Confidential Information for the purposes of carrying out this Master Contract or SWO, and not to release or disclose it to any other party. Contractor agrees to release such Confidential Information or material only to employees or subcontractors who have signed a written non-disclosure agreement, the terms of which have been previously approved by Purchaser, expressly prohibiting disclosure. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Immediately upon termination of this Master Contract or each SWO, Contractor shall certify to Purchaser the destruction or return of all Confidential Information to Purchaser.

- 15.2. To the extent allowed by Contractor's customer relationship management software and as consistent with provision 5.10 of Contractor's Response titled **Confidential Information and Data Security**, Contractor shall maintain a database which can document the following:

- d) Confidential Information received in the performance of this Contract;
- e) The purposes for which the Confidential Information was received; and
- f) The final disposition of the Confidential Information.

Contractor shall maintain a comprehensive record of which employees or subcontractors have access to this database over the life of the Master Contract. Contractor's record and database shall be subject to inspection, review or audit in accordance with **Review of Contractor's Records**.

- 15.3. This provision does not impose any obligation on the Contractor if the Confidential Information is: (a) publicly known at the time of disclosure; (b) already known to the receiving party at the time; (c) furnished by DIS or Purchaser to others without restrictions on its use or disclosure; (d) independently developed by the receiving party without use of the confidential information.
- 15.4. Except for its own internal use in carrying out its obligations under this Master Contract or SWO, Contractor agrees not to sell or distribute any Confidential Information collected or derived from the negotiation or performance of this Master Contract.
- 15.5. Violation of this section by Vendor or its subcontractors may result in termination of this Master Contract or SWO(s), monetary damages, or statutory penalties.

## 16. Protection of Proprietary Information

- 16.1. Contractor acknowledges that, in connection with this Master Contract or SWOs and its relationship with Purchaser or DIS, it may obtain information that is of a confidential and proprietary nature ("**Proprietary Information**"). Such Proprietary Information may include, but is not limited to, passwords, Personal Identification Numbers, network security information, information relating to Purchaser's business affairs, employees, clients, finances, technology, *[Purchaser should modify the list to their specific*

*working relationship with Contractor and add any other particular proprietary information about which Purchaser has concerns.]* software source documents, data, or other information which Contractor knows or has reason to know is confidential or proprietary information.

- 16.2. Contractor shall at all times during the term of the Master Contract or SWO and prior to the destruction of the Proprietary Information, keep in trust and confidence all such Proprietary Information and shall not use such Proprietary Information for any purpose other than the performance of this Master Agreement or SWO; nor shall Contractor release Proprietary Information to employees or subcontractors unless required for the purposes of carrying out this Master Contract or SWO; nor shall Contractor disclose any such Proprietary Information to third parties without Purchaser's written consent. Contractor agrees to release such Proprietary Information or material only to employees or subcontractors who have signed a written non-disclosure agreement, the terms of which have been previously approved by Purchaser, expressly prohibiting disclosure. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Proprietary Information. Upon termination at any time and for any reason of each SWO, Contractor agrees to immediately return to Purchaser all Proprietary Information (including copies thereof) in Contractor's possession, custody, or control.
- 16.3. This provision does not impose any obligation on the Contractor if the Proprietary Information is: (a) publicly known at the time of disclosure; (b) already known to the receiving party at the time; (c) furnished by DIS or Purchaser to others without restrictions on its use or disclosure; (d) independently developed by the receiving party without use of the confidential information.
- 16.4. Except for its own internal use in carrying out its obligations under this Master Contract, Contractor agrees not to sell or distribute any Proprietary Information collected or derived from the negotiation or performance of this Master Contract.
- 16.5. Violation of this section by Vendor or its subcontractors may result in termination of this Master Contract or SWO(s), monetary damages, or statutory penalties.

## **17. Contractor's Proprietary Information**

Contractor acknowledges that Purchaser is subject to chapter 42.17 RCW, the Public Disclosure Act, and that the Master Contract and this Supplemental Work Orders shall be public records as defined in chapter 42.17 RCW. Any specific information that Contractor claims to be confidential or proprietary shall be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, Purchaser shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchaser will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

## **18. Compliance with Information Technology Security Policy**

Any network activity that would affect the State security must be in compliance with Washington State's Information Technology Security Policy located at:

[http://www.wa.gov/dis/portfolio/PM\\_one.html#ISPD](http://www.wa.gov/dis/portfolio/PM_one.html#ISPD)

Purchaser information provided to Contractor in support of Applications should be transmitted from the Purchaser to Contractor and stored at Contractor's place of business. Should Purchaser's SWO require Contractor to access through the state firewalls, this SWO must be reviewed and approved by DIS via the DIS Help Desk Manager.

## 19. Purchaser Use of Master Contract

- 19.1. Master Contract Number T01-MST-001 may be used by authorized Purchasers only and is not for personal use. Purchaser shall comply with the notice requirements set forth in the provision titled **Contractor's Proprietary Information**. Reference of the Master Contract Number and/or Purchaser's signature on a Supplemental Work Order entered into pursuant to Master Contract Number T01-MST-001 signifies Purchaser's agreement to comply with all provisions of the Master Contract. Failure to abide by these restrictions may result in Purchaser forfeiting the right to make future purchases under this or other Master Contracts.
- 19.2. Purchasers who use the State's TCP/IP backbone network, K-20 network, or Inter Governmental Network ("IGN") must contact the DIS Help Desk Manager and include him/her in the establishment of the business rules and escalation procedures with respect to the state networks and state network security to be set forth in the SWO.

### DIS Help Desk Manager:

State of Washington  
Department of Information Services  
1115 Washington St. SE  
Office Building 2  
PO Box 42445  
Olympia, WA 98504-2445  
Phone number: (360) 902-3224  
Fax number: (360) 586-4045  
Email: larryd@dis.wa.gov

- 19.3. For state network problem escalation, the DIS Help Desk will be the initial point of contact for Contractor or Purchaser concerning any problems with the state networks. DIS Help Desk can be reached at 1-888-241-7597, or (360) 753-2454.

## 20. DIS Master Contract Administration Fee and Collection

- 20.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.
- 20.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 20.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.

*[The details of the specific Support Web Site that is the subject of the Supplemental Work Order should be negotiated and set forth herein. The following headings are areas that may need to be addressed.]*

- *Timeline for development of Web Site*
- *Description of Purchaser's Application and business requirements*
- *Purchaser's business rules & specialized Tier 2 escalation procedures*
- *Estimated Costs*
- *Types of Call, Problem and Change Reports requested*
- *Other Purchaser Responsibilities*
- *Other Contractor Responsibilities*

***In Witness Whereof***, the parties hereto, having read this Supplemental Work Order Number 0000 to Master Contract Number T01-MST-001 in its entirety, do agree thereto in each and every particular.

**Approved**

Purchaser

**Approved**

SafeHarbor.com, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Contact Information:**

**Purchaser:**

Contact Name:

Address:

Phone:

Fax:

Email:

**Contractor:**

Service Representative Name:

Address:

Phone:

Fax:

Email:

Contact Name #2:

Service Representative Name #2:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

**Purchaser's DIS Service Contact:**

Contact Name: Rhonda Polidori

Phone: (360) 407-0126

Fax: (360) 438-7996

Email: rhondapo@dis.wa.gov

Contractor's UBI Number:

601-870-519

Contractor's Federal Tax ID Number:

91-1895496

Minority or Woman Owned Business Enterprise

Yes \_\_\_\_\_

No   X  

(Certification Number)

# Schedule C

## Service Levels

### 1. Basic Service – Support Web Site and Knowledge Base

- 1.1. SafeHarbor will create and manage a Support Web Site for Purchaser. The Support Web Site will be hosted by SafeHarbor at SafeHarbor's contact center located in Satsop, Washington.
- 1.2. This Support Web Site will conform to the business policies and "look and feel" established by Purchaser from time to time for its web site. SafeHarbor's involvement in the Support Web Site and entire support infrastructure will be transparent to the users and partners associated with Purchaser. Purchaser is responsible for providing the necessary graphics, advice and other support needed for SafeHarbor to develop the desired "look and feel". At Purchaser's request, a feedback form will be included that allows Customers to submit comments that will be routed to Purchaser.

Service Description	Availability	Service Level
Web page delivery: Serving initial and subsequent pages from the Purchaser's support web site	24x7, 99.95% 365 days/yr	80% within 8 seconds 95% within 30 seconds 99.95% within 60 seconds
Web page changes (add, change, delete)	Business Hours	3 Business Days after receipt of content by SafeHarbor
Web design changes (fonts, logos, graphics)	Business Hours	Minimum of 10 Business Days after receipt of content by SafeHarbor depending upon complexity of design modification
Urgent notices (add, change, delete)	Business Hours	Within two (2) Business Hours of receipt of content by SafeHarbor
E-mail auto-response	24x7, 99.95%	80% response generated within 5 minutes from time of receipt by SafeHarbor 99.95% response generated within 7 minutes from time of receipt by SafeHarbor

- 1.3. SafeHarbor will create and manage a support Knowledge Base for Purchaser. The Knowledge Base will consist of known issues or questions and resolutions or answers, searchable by Customers. SafeHarbor will employ Web text, graphics and other techniques to develop a compelling and customized Knowledge Base.
- 1.4. During the initial sixty (60) day implementation period, SafeHarbor will develop, host and manage a customized support Knowledge Base consisting of a minimum of twenty-five (25) of Purchaser's most frequently asked support issues and resolutions ("The Top 25").

- 1.5. The Top 25 issues and resolutions will be developed and delivered using Web based multi-media including the use of digital images where appropriate. Purchaser staff will participate in the identification, development and approval of The Top 25.
- 1.6. Future additions to the Knowledge Base will result from case activity submitted by Purchaser partners, Customers or from Purchaser's employees. There shall be no maximum number of Knowledge Base issues and resolutions.

Service Description	Availability	Service Level
Knowledge base search: server response to a new search or a search narrowing	24x7, 99.95%	80% within 8 seconds 95% within 30 seconds 99.95% within 60 seconds
Solution delivery: server response to a request to view an existing solution from the Knowledge Base	24x7, 99.95%	80% within 8 seconds 95% within 30 seconds 99.95% within 60 seconds
Solution changes (add, change, delete)	Business Hours	Within six (6) Business Hours of receipt of content by SafeHarbor
Solution design changes (colors, graphics, font)	Business Hours	Minimum of 10 Business Days of after receipt of content by SafeHarbor depending upon complexity of design modification and size of Knowledge Base.

## 2. Escalation and workflow

- 2.1. SafeHarbor will utilize the Toolset for workflow management and escalation and will provide Purchaser with browser based, "private-side" clients for the purpose of processing queries. This will allow Purchaser network level access to Purchaser's database, all support incidents and Knowledge Base articles. Purchaser is responsible to provide equipment with a minimum configuration requirement to utilize the Toolset and related software. This requirement will be provided to Purchaser no later than the kickoff date for Services.
- 2.2. Purchaser and SafeHarbor will jointly establish a workflow-based escalation model that will enable SafeHarbor to interact efficiently on cases that require Tier 2 support.

## 3. Known Issue Support

### 3.1. Electronic response service

SafeHarbor personnel will use best efforts, based on the information available to them, to provide a specific response to queries received via web form or email.

Service Description	Availability	Service Level
Response acknowledging receipt of any form of Support Request	24x7, 99.95%	Within 30 minutes from time of receipt by SafeHarbor.
Email response acknowledging status of email receipt or resolution of query	24x7, 99.95%	80% within 4 hours from time of receipt by SafeHarbor. 99.95% within 24 hours from time of receipt by SafeHarbor.
Web case response acknowledging status of Web form receipt or resolution of query	24x7, 99.95%	80% within 4 hours from time of receipt by SafeHarbor. 99.95% within 24 hours from time of receipt by SafeHarbor.

### 3.2. Telephone response service

In addition to the above, SafeHarbor will provide direct telephone access to a support analyst via standard telephone service.

Service Description	Availability	Service Level
Answer telephone and begin inquiry resolution	24x7, 99.95%	80% answered within 60 seconds after receipt into the Automatic Call Distributor. 99.95% within 2 minutes after receipt into the Automatic Call Distributor, excluding calls that abandon in 10 seconds or less from time of receipt into phone switch.
Phone abandon rate	24x7, 99.95%	Less than 3%. Calls in queue for less than 10 seconds are not considered for abandon rate calculations.
Blockage rate	24x7, 99.95%	0%

### 4. Inquiry handling

4.1. The nature of the response, when human response is being provided by SafeHarbor will be as follows:

Response Handling
Responses will be provided by a support analyst who has received training in Customer's specific services and operations. If the analyst is unable to resolve the incident at time of contact, the incident will be queued for disposition according to agreed upon business rules.

### 5. Reporting

5.1. SafeHarbor will implement an online reporting system for Purchaser. This will enable Purchaser to check ongoing status of support incidents, most commonly asked questions, call resolution statistics, Customer satisfaction, and server reliability. Reports will be password protected and available at <http://reports.SafeHarbor.com>

5.2. Standard reports that will be customized for Purchaser are:

- a) Phone: call volume, abandon rate, hold time, abandon times, total calls, call or event duration, and peak demand periods.
- b) Email: response time, delivery, quality and volume and peak demand periods.
- c) Web form: volume, duration of web session, type of web hits (search, FAQs), effectiveness of Knowledge Base solutions used, Web case questions submitted, ranking of Knowledge Base solution utilization.

Service Description	Availability	Service Level
Week to date, month to date and quarter to date reports updated	24x7, 99.95%	Updated weekly on Mondays

### 6. Training

6.1. SafeHarbor agrees to provide a training facility and resources adequate to train support analysts on an ongoing basis. Purchaser agrees to provide adequate training resources as required by SafeHarbor to perform its duties under this agreement.

# Schedule D

## *Disaster Recovery Plan*

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## Overview

For Disaster Recovery, SafeHarbor.com will be implementing a redundant hot site at an Exodus Communications, Inc. data center in Atlanta, Georgia during the 3rd quarter, 2000. This site will utilize Cisco Distributed Director technology. These Distributed Directors are responsible for geographic detection and failover for all network equipment and the server farms. Essentially, the Distributed Directors direct traffic evenly across SafeHarbor.com's multiple locations, taking into account least cost routing and server utilization. In the event a disaster affects an entire SafeHarbor.com location, the Distributed Directors automatically redirect all traffic to the second location. For example, should the Satsop location experience a disaster, all traffic would instantaneously be redirected to the East Coast location.

In order to avoid the need or likelihood of complete disaster recovery, SafeHarbor.com has implemented a fully redundant server infrastructure. This includes public web servers, private web servers, and application servers which are load balanced in an automatic failover configuration using Cisco Local Directors, which themselves are redundant in an automatic failover configuration.

While the servers themselves are redundant, each component of the servers also hosts highly fault tolerant hardware, including RAID 0 and RAID 5 disk arrays, redundant power supplies, and other redundant internal components.

SafeHarbor.com's network infrastructure consists of copper T-1's and microwave redundancy, providing for redundant channels of connectivity to the Internet. In addition, fiberoptic connectivity has been installed and will be tested and online in early 3rd quarter. ISP connectivity is available on these channels to both Century Tel and Techline. Phone calls are routed through a high Intecom E-14 phone switch. This phone switch is a host and is connected to a survivable remote switch, which is located in Aberdeen, providing for automatic failover.

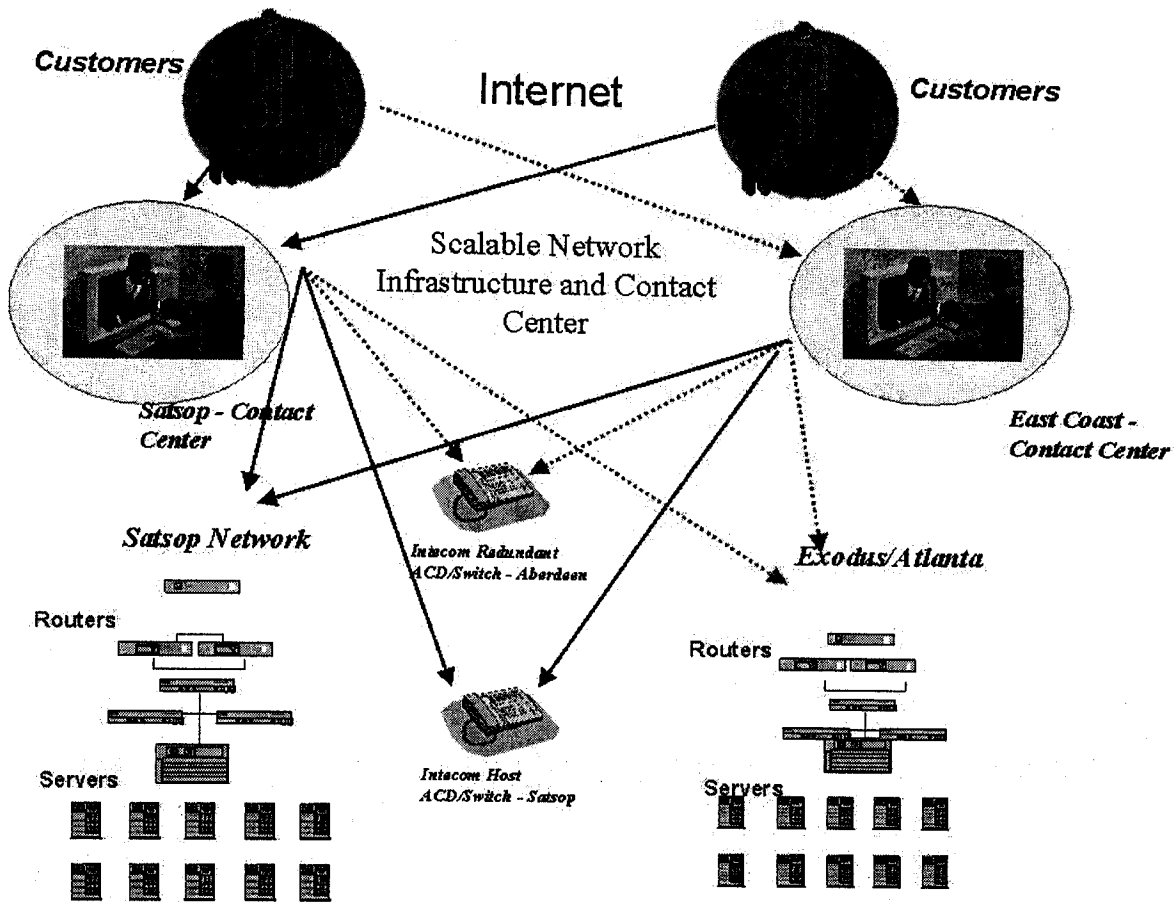
For network equipment, SafeHarbor.com uses Cisco network equipment. All equipment is installed in a failover configuration, including 7206 routers, 550 PIX firewalls, and Local Director 2500 Series load balancing devices.

SafeHarbor.com has carefully prepared a disaster recovery plan that extends to cover all support systems and data files required to support our clients and their end users. In the event of a disaster that affects the SafeHarbor.com headquarters location in Satsop, WA, the recovery plan includes immediately occupying 15 seats secured in our Seattle office. Furthermore, by July of 2000, SafeHarbor.com will have completed a co-location of all network equipment and web and application servers at an Exodus data center in Atlanta, GA.

Moreover, a second contact center capable of holding 100 persons will be opened on the east coast by first quarter next year. SafeHarbor.com also anticipates opening an additional facility in Amsterdam, The Netherlands, with 60 personnel by the end of this year. Additional capacity for load balancing and failover telephone support may also be available from this facility.

The last component of SafeHarbor.com's disaster recovery plan includes rebuilding and restoring data from backup. All applications, including callware, and data are backed up incrementally each night including a full backup once a week. These backup tapes are transported offsite to a secure environment in Aberdeen, Washington. Should a disaster affect an entire site's server farm, the rebuild and restore process could be completed within 48 hours based on carefully documented standard server and network configurations. (See figure 1)

Figure 1



## Assumptions

The Disaster Recovery Scenario and procedures outlined in the Disaster Recovery Steps section are based on the following assumptions:

### Tape backups are stored offsite

- Incremental back-ups are performed daily, full backups performed weekly. Back-ups are sent offsite on a bi-weekly basis. Tapes are then rotated when brought back onsite at the completion of the archival rotation.
- The Storage Site will guarantee delivery of requested tapes within 12 hours of initiation of request.

### Backups of eService servers available

- eService system back-ups are performed daily.
- The back-ups are verified prior to being sent offsite.

### Recent backups of SQL database available

- SQL database back-ups are performed daily.
- The back-ups are verified prior to being sent offsite.

**Hardware is available on a 24 (twenty-four) hour notice**

- Contract with HP specifies that the outline hardware or equivalent will be available and delivered within 24 (twenty-four) hours of request.
- Hardware will be delivered as specified per configurations outlined in contract. There will be no additional services provided. (H/W configuration and OS install will be performed by SafeHarbor.com staff.) HP will provide only identified H/W and guarantee H/W is fully operational. Spares will be provided by HP on a "By case" basis.

**DR Site will be available within 12 hours of declaration of disaster**

- DR site will provide physical space for server set-up along with a staging area to begin workstation builds.
- DR Site will provide network components as outlined in the contract to support Network Infrastructure rebuild. This will include networking hardware (router, switches and firewall components).
- DR Site will provide Internet high-speed connectivity via fiberoptic and/or copper to SafeHarbor.com's resources as outlined in the contract. Bandwidth will be provided and scaled according to initial outlined speed requirements and scale to future needs.
- SafeHarbor.com has the opportunity to contract with the DR Site to begin base systems builds as outlined in the documentation provided by SafeHarbor.com. This option can be initiated at time of declaration of disaster in the event SafeHarbor.com staff availability is compromised.
- DR Site can provide hardware without guarantee of availability or configuration in the event SafeHarbor.com's vendor can not provide the hardware as stated per their contract. This would be a last resort in the event of large-scale national disaster that might impact availability of hardware from the vendor.

**Port 80 link to Warehouse for case management**

- Network hardware will be configured to support connectivity to eService cases via port 80 to allow customers to manage escalated issues along with verifying case activity.
- Servers will be configured to support port 80 connectivity to accommodate browser access to eService for case management.

**Full eService team available from 24:00 to 48:00 hours**

- Initial Disaster Recovery eService team will be deployed within (4) four hours of declaration of disaster to begin recovery.
- The entire eService support team will be re-deployed to the disaster site within 24 hour of declaration.

**Non-critical items such as reporting, print and file sharing, HR and Finance systems would extend past core critical systems SLA timeframes**

- Non-critical systems will be restored on an as needed basis after initial core critical systems are built, tested and placed into production.
- Non-critical systems including file and print services for internal support, Reporting, Finance and HR systems will be built leveraging all support personnel after core critical systems are placed into production.
- Non-critical systems will be fully functional within (5 days) 120 hours of declaration of disaster. At 120 hours post declaration, total recovery has been reached. SafeHarbor.com has complete functionality including all financial support.

## Core Systems

### Core Systems – Web and Telephone Support Infrastructure (Listed in order of priority)

- Network (routers, firewall, local director, etc.)
  - SafeHarbor.com Network Engineers will assist the DR (Disaster Recovery) site in applying the production configurations to the DR site supplied network components.
  - As the restored servers come online the network engineers will make appropriate changes to the external DNS to point to the DR site.
- Domain Controllers
  - Install NT 4.0 Server with SP5
  - Install Network Services (DNS, DHCP, and WINS)
  - Restore data from backup
- eService
  - Install NT 4.0 Server with SP5 on all servers.
  - Install IIS with NT option pack 4 on public and private web servers.
  - Install SQL7 with SQL7sp2 on the database servers.
  - Install eService on the App servers.
  - Restore application configuration, data, and DNS registry keys and zones
  - Replicate database from co-location servers
  - Test and get production configuration working.
  - Make necessary DNS and NAT changes to go on-line for production.
- Chat
  - Install NT 4.0 Server with SP5
  - Install IIS with NT option pack 4
  - Install SQL7 with SQL7sp2
  - Install Weblite.
  - Restore data from backup
  - Replicate Database from co-location chat servers.
  - Test and get production configuration working
  - Make necessary DNS changes to go on-line for production.
- Exchange email
  - Install NT 4.0 Server with SP5
  - Install Exchange
  - Restore from backup

### Other Company Functions

- File and Print Services.
  - Install NT 4.0 Server with SP5
  - Restore data from backup.
- HR Server.
  - Install NT 4.0 Server with SP5
  - Install ADP software.
  - Restore data from backup.
- Finance
  - Install NT 4.0 Server with SP5.
  - Install Epicor Financial Software.
  - Restore data from backup.
- Tools Server. (Monitoring Software)
  - Install NT 4.0 Server with SP5.

- Install IIS with NT option pack 4
- Install SQL7 with SQL7sp2
- Install NetIQ and Sitescope.
- Restore data and configurations from backup.

## Disaster Recovery Steps

The following outlines the steps to be taken to initiate business resumption to recover from a disaster incident:

\*\* Immediate failover to East Coast colocation for all web services is automatic in the event of unavailability from the Satsop data center.

\*\* Times outlined below are estimates, dependencies outlined in Assumptions will determine ability to support these timeframes

TIME FRAME	PROJECT MILESTONES		ASSIGNED
00:00	1.0	<b>Notification of Disaster Recovery Team</b>	
00:00	2.0	<b>Web Services Resume Automatically at Hot Site at Exodus in Atlanta, Georgia</b>	
01:00	3.0	<b>DR team determines declaration of disaster</b> 3.1 Phone switch configured to point to SSO in Seattle. 3.2 DR deployment team notified and travel to DR site or Seattle initiated.	
02:00	4.0	<b>DR packet retrieved and all components initiated</b> 4.1 DR site notified of declaration. 4.2 Hardware requests initiated and shipped to DR site by vendor. 4.3 Backups are requested from offsite for delivery to DR site. 4.4 Required software and online documentation delivered to DR site. 4.5 Accommodations for DR deployment team made.	
04:00	5.0	<b>DR team for Contact Center arrives at Seattle DR site and total functionality support is resumed.</b> 5.1 (15) Fifteen Contact Center Knowledge , Knowledge Engineers and Web Developers can resume 100% support and functionality	
12:00	6.0	<b>DR deployment team arrives at DR site</b> 6.1 DR Lead begins handing out documentation packets for each discipline. 6.2 DR Lead begins handing out documentation packets for each discipline. 6.3 Knowledge Transfer Begins.	
14:00	7.0	<b>Tape backups arrive. DR team member verifies and preps backups for restore</b>	
18:00	8.0	<b>DR sites works with Network team to configure network hardware with production configurations</b> 8.1 Network configurations are restored from backups.	

26:00	9.0	<b>Hardware arrives. Server teams begin base OS install.</b> 9.1 PDC built and configured with DHCP, WINS, and Internal DNS. (per documentation). 9.2 eService (7) seven server configuration builds (per documentation). 9.3 Exchange server build (per documentation). 9.4 CHAT server build (per documentation). 9.5 Workstation builds (per documentation).	
30:00	10.0	<b>Database and application recovery</b> 10.1 SQL database restore (per documentation). 10.2 Exchange priv.edb and pub.edb restored (per documentation). 10.3 CHAT database restored (per documentation).	
36:00	11.0	<b>Synchronize eService database to current production database for updates</b>	
38:00	12.0	<b>Final configuration modifications and testing are performed</b> 12.1 eService data integrity will be verified. 12.2 Exchange mail server connectivity and functionality will be verified. 12.3 CHAT server account and system configurations will be tested and verified.	
40:00	13.0	<b>Establish external configuration to support connectivity to DR site</b> 13.1 Set-up NATs and configure DD to begin site load balancing.	

## Issues and Considerations

The following outlines issues and considerations to be factored into any Disaster Recovery effort.

**Non-critical items such as reporting, print and file sharing, HR and Finance systems would extend past core critical systems SLA timeframes.**

Full web services will be recovered within a 48-hour period. Additional company services will be restored within 48 – 72 hours from the time of the outage.

### **Replication server connectivity is required at time of disaster**

An additional plan is necessary to coordinate web publishers and knowledge engineers to publish to the replication server. This plan will vary depending on the extent of the outage and which site requires disaster recovery. The final coordination of this plan would need to be developed during the first 24 hour period.

**Amendment 01-01**  
**Master Contract T01-MST-001**  
**for**  
**Web-Based Application Support Services**

In accordance with Provision 38 (*Authority for Modifications and Amendments*) of Master Contract Number T01-MST-001 ("the Contract"), this Amendment 01-01 is entered into by and between the State of Washington, **Department of Information Services ("DIS")** and **SafeHarbor.com, Inc.** ("Contractor").

The purpose of this Amendment is to amend Section 34 titled *Notices* to include a second contact individual, who will receive original legal notices on behalf of Contractor. Now, therefore, the parties agree to amend the Master Contract as follows:

1. Per Section 34 titled *Notices*, the Contractor's contact information shall be amended to include, in addition to the existing Account Manager, the following individual who will receive original *legal* notices or other legally related communications under this Master Contract:

**To Contractor at:**

SafeHarbor.com, Inc.  
**Attn: Chief Financial Officer**  
PO Box 37  
Satsop, WA 98583  
Phone number: (360) 482-1519  
Fax number: (360) 482-1515

All other provisions of Master Contract T01-MST-001 shall remain in full force and effect.

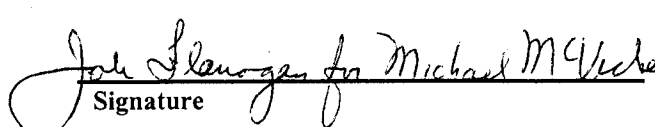
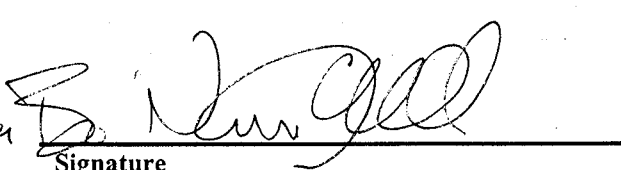
This Amendment 01-01 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

**Approved**

SafeHarbor.com, Inc.

 _____ Signature  _____ Michael D. McVicker Print or Type Name  _____ Assistant Director, TSD Title  _____ 9-1-00 Date	 _____ Signature  _____ Bo WANDELL Print or Type Name  _____ PRESIDENT Title  _____ 9/25/00 Date
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**Amendment 01-02**  
**Master Contract T01-MST-001**  
**for**  
**Web-Based Application Support Services**

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In accordance with Provision 38 (*Authority for Modifications and Amendments*) of Master Contract Number T01-MST-001 ("the Contract"), this Amendment 01-02 is entered into by and between the State of Washington, **Department of Information Services ("DIS")** and **SafeHarbor.com, Inc.** ("Contractor").

The purpose of this Amendment is to clarify the pricing model in Schedule A (*Services Price List*) and set forth further invoicing requirements. Now, therefore, the parties agree to amend the Master Contract as follows:

1. The parties agree to amend the definition of Supplemental Work Order so that it reads as follows:

**"Supplemental Work Order" ("SWO")** shall mean the written agreement between Contractor and Purchaser for Services. There shall be a separate SWO for each Application. The form SWO is provided as Schedule B to this Master Contract.

2. The parties agree to amend Section 6 (*Invoice and Payment*), subsection 6.1, so that the introductory sentences read:

Contractor will submit properly itemized invoices to Purchaser. Contractor will provide a duplicate of Purchaser's invoice to the appropriate contact person identified in each SWO entered into by that Purchaser. Invoices shall provide the following:

3. The parties agree to amend Section 6 (*Invoice and Payment*), subsection 6.1(d), so that it reads:

- d) Description of Services, including the total monthly Support Requests and amount due from Purchaser, a break out by SWO number, indicating the number of Support Requests and the percentage of the amount due attributable to each Application/SWO.

Contractor agrees to work with DIS and Purchasers to implement an appropriate tracking code to facilitate the association of each agency to its subdivisions for invoicing purposes.

4. The parties agree to amend Section 15 (*Commencement of Work and Supplemental Work Orders*), by adding the following subsection:

15.5 There shall be a separate SWO for each Application.

5. The parties agree to add the following at the end of the Monthly Rates provisions on Schedule A (*Services Price List*), page Schedule A-2:

Monthly Support Requests are aggregated for each Purchaser in calculating the volume level and monthly rates. Each agency and its respective sub-divisions are considered a single Purchaser for aggregated Monthly Support Requests pricing.

6. Per Schedule B (*Supplemental Work Order Form*) to the Contract, the parties agree to add the word "Purchaser" to the upper right-hand header. It should now read:

Purchaser SWO Number \_\_\_\_\_  
Contractor SWO Number \_\_\_\_\_

7. The parties agree to add the following instructions to the list of headings in Schedule B (*Supplemental Work Order Form*), which constitute areas that may need to be addressed by Purchaser and Contractor on the SWO:


- Consider whether or not Purchaser's monthly Support Request rates are aggregated with other subdivisions of Purchaser's agency.
- Each Application shall have one SWO.

8. All other provisions of Master Contract T01-MST-001 shall remain in full force and effect.

This Amendment 01-02 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

  
\_\_\_\_\_  
Signature

Michael D. McVicker

\_\_\_\_\_  
Print or Type Name

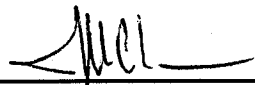
Assistant Director, TSD

\_\_\_\_\_  
Title

9/20/00  
\_\_\_\_\_  
Date

**Approved**

SafeHarbor.com, Inc.

  
\_\_\_\_\_  
Signature

Just C Loe  
\_\_\_\_\_  
Print or Type Name

VP/CFO  
\_\_\_\_\_  
Title

9/20/00  
\_\_\_\_\_  
Date

**Amendment 01-03**  
**Master Contract T01-MST-001**  
**for**  
**Web-Based Application Support Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Master Contract Number T01-MST-001 ("the Contract"), this Amendment 01-03 is entered into by and between the State of Washington, **Department of Information Services** ("DIS") and **SafeHarbor.com, Inc. (aka SafeHarbor Technology Corporation)** ("Contractor").

The purpose of this Amendment is to acknowledge Contractor's name change from SafeHarbor.com, Inc. to SafeHarbor Technology Corporation. This Amendment also updates the pricing and invoicing sections, clarifies definitions, clarifies what constitutes a Joint Work, removes Schedule C, and replaces Schedule B, the Supplemental Work Order form.

Now, therefore, the parties agree to the following:

1. That Contractor, SafeHarbor.com, Inc., is now known as SafeHarbor Technology Corporation. DIS hereby acknowledges Contractor's change of name and anywhere in the Contract that "SafeHarbor.com, Inc." appears shall now be amended to read "SafeHarbor Technology Corporation." All rights and obligations of DIS and of Contractor under the Master Contract are unaffected by this change of name.
2. Change the definition of "Out of Service Condition" in Section 1 (*Definitions*), so that it reads:  
  
    **"Out-of-Service Condition"** shall mean the unavailability of Contractor's Services lasting four (4) hours or more in any 24-hour period, excluding any unavailability due to scheduled maintenance.
3. Change the definition of "Out of Service Credit" in Section 1 (*Definitions*), so that it reads:  
  
    **"Out of Service Credit"** shall mean 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month previous to the month in which the outage occurred.
4. Delete from last sentence of the "Services" definition in Section 1 (*Definitions*) the following language:  
  
    "as set forth on Schedule A – Services Price List."
5. Change the definition of "Support Web Site" in Section 1 (*Definitions*), so that it reads:  
  
    **"Support Web Site"** or **"Site"** shall mean the Contractor-provided web site that supports a Purchaser's Application, that has the *look and feel* of Purchaser's Application, has a Knowledge Base, FAQ's, the ability to search the Knowledge Base and allows Customers who access the Site to communicate with Contractor via email. Chat and/or toll free number access to Contractor shall also be available on the Support Web Site, at no additional cost to Purchaser, if so requested. The web site shall consist of web pages, namely individual screen displays consisting of text, graphics, code and multimedia elements associated with Purchaser which are continually developed, maintained and upgraded for Purchaser by Contractor.

6. Delete subsection 2.2 from Section 2 (*Term*) and replace it with the following:

2.2 Supplemental Work Order Term

- a) The initial term for a SWO will be two (2) years.
- b) SWOs may be renewed for additional terms of up to two (2) years each .
- c) SWOs or renewal SWOs entered into prior to the expiration or other termination of the Master Contract may be completed under the Master Contract terms and conditions in effect when the SWO or renewal SWO was entered into.
- d) New SWOs or renewal SWOs may not be entered into after the expiration or other termination of the Master Contract.

7. Delete the last sentence of Section 4.1 (*Pricing*), and add language so that Section 4.1 reads as follows:

- 4.1 Contractor agrees to provide the Services at the prices set forth in the *Services Price List* attached as Schedule A to this Master Contract. Such prices may not be increased during the initial term of this Master Contract. If Purchaser requires Contractor to purchase additional tools in order to provide Services for Purchaser's Application, e.g., software programs, digital certificates, etc., Purchaser shall reimburse Contractor for such costs as agreed in the SWO or an amendment thereto. The DIS Master Contract Administration Fee shall not apply to these agreed-upon reimbursable costs. No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee (.5% of the purchase price).

8. Delete Section 6.1 (*Invoice and Pricing*) in its entirety, and replace it with the following language:

- 6.1 Contractor will submit properly itemized invoices to Purchaser Project Manager, or other person identified in the SWO Contact Information, and a duplicate invoice to the appropriate contact person identified in each SWO entered into by Purchaser. Invoices shall state and itemize, as applicable, the following:
- a) Master Contract number (T01-MST-001);
  - b) Purchaser SWO number(s) and/or field/purchase order number;
  - c) Contractor's name, address, phone number, and Federal Taxpayer Identification Number;
  - d) Description of Monthly Support Requests Services, including (i) the total number of Purchaser Support Requests, (ii) total monthly rate due from Purchaser, (iii) number of Support Requests by SWO number, (iv) percent of the monthly rate attributable to each SWO, and (v) calculated monthly rate for each SWO;
  - e) Date(s) Services provided;
  - f) For development Services, if any, the date development phase was begun and completed with the corresponding SWO number;
  - g) Applicable discounts;
  - h) Total purchase price (Note: no sales tax, WAC 458-20-155);
  - i) DIS Master Contract Administration Fee (.5% or .005 of the total purchase price);
  - j) Reimbursable costs for tools required by Purchaser, if any, as agreed upon in SWO; and
  - k) Total invoice price.

9. Delete the first sentence of Section 11 (*Contractor's Service Representative*) in its entirety, and replace it with the following:

Contractor shall designate the person indicated in the SWO Contact Information as the Service Representative.

10. Delete Section 13 (*Work Product*) in its entirety, and replace it with the following language:

- 13.1. Purchaser and Contractor agree that all data and work product (collectively called "Work Product") produced under this Master Contract and any Supplemental Work Order shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, except for Contractor's Toolset as set forth in subsections 13.6, 13.7 and 13.8 below. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, code, graphics, data, films, tapes, and/or sound reproductions, which comprise the Purchaser's Support Web Site, Knowledge Base, and data, and their attendant intellectual property rights. Upon termination of this Master Contract, Contractor shall deliver to Purchaser an electronic copy of Purchaser's Work Product and those items of Contractor's Toolset used in Purchaser's Knowledge Base and Support Web Site, as set forth in subsection 13.8 below.
- 13.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor agrees to immediately sell, assign, and transfer to Purchaser, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 13.3. Contractor agrees to execute all documents and to perform such other proper acts as Purchaser may deem necessary to secure for Purchaser or the State the rights pursuant to this Section.
- 13.4. Contractor shall not use or in any manner disseminate any Work Product to any third party without the prior written permission of the Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 13.5. Notwithstanding subsection 13.1 above, any hardware, code, graphics or data and all associated methods, techniques and inventions that are jointly developed by Contractor and Purchaser shall be owned jointly by Contractor and Purchaser. Contractor agrees that use of any Proprietary Information contained within such jointly owned hardware, code, graphics or data and all associated methods, techniques and inventions shall remain subject to the Master Contract provision titled Protection of Proprietary Information.
- 13.6. Work Product shall not be construed to include Contractor's Toolset. For the purposes of this Contract, Contractor's "Toolset" shall mean all hardware, software and all associated methods, techniques and inventions provided to Purchaser by Contractor, and their attendant intellectual property rights, to the extent that such hardware, code, graphics or data and methods, techniques and inventions (i) were created or acquired by Contractor prior to the Effective Date of this Master Contract; (ii) are created or acquired other than in the course of providing Services to Purchaser hereunder; or (iii) are independently (i.e.

independent of the State) created or acquired by Contractor in the course of providing Services to Purchaser and are of such a type and nature reasonably appropriate for use in Contractor's business or to develop or deliver services to other customers. In no event shall clause (iii) of this section include any data or information that is specific to the State's business or Customers.

- 13.7. Contractor represents and warrants that (i) Contractor has all right, title and interest in, or a valid and binding license to use the Toolset and to include the Toolset items in Purchaser's Knowledge Base or Support Web Site, including transferring them to Purchaser as set forth in subsection 13.8 below; and (ii) that the Toolset items are not the subject of any proceeding or litigation for infringement of any third party intellectual property rights; and (iii) that Contractor has no knowledge of circumstances that would be reasonably expected to give rise to any such proceeding or litigation. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement received by Contractor with respect to any Toolset items delivered under this Contract.
- 13.8. In no case shall Purchaser own any Contractor Toolset items contained in Purchaser's Knowledge Base or Support Web Site. Contractor grants to Purchaser a perpetual, nonexclusive, royalty-free, irrevocable right and license to use those Toolset items incorporated into Purchaser's Knowledge Base or Support Web Site, but only for use in connection with the State's business and only to the extent necessary for the use, maintenance, modification and creation of updated versions of Purchaser's Knowledge Base and Support Web Site delivered by Contractor hereunder. Such license shall be limited to the extent that Contractor has a right to grant such a license and shall not include preexisting or third party works for which SafeHarbor cannot provide royalty-free pass-through or run-time licenses. The license provided for in this paragraph shall not include Kana eService software or such other customer relationship management software necessary to provide interactivity with the Knowledge Base and Support Web Site. SafeHarbor will exercise best efforts to assist Purchaser in efforts to secure licenses sufficient to permit the continued use, operation and maintenance by Purchaser or Purchaser's designee of the Knowledge Base and Support Web Site after termination or expiration of this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the Toolset items by Contractor.
11. Delete subsection 17.2 (*Services Overview*) in its entirety and replace it with the following language:
- Contractor shall make available to Purchaser's Customers a customized Support Web Site for Purchaser's Application which shall contain self support screens consisting of Knowledge Base, Frequently Asked Questions ("FAQs") that are text and graphically designed, and a method to search the Knowledge Base. Additionally, upon Purchaser's request and at no additional cost, the Site shall also include chat link(s) to a Customer Service Representative ("CSR"), an email link to a CSR, a method to log into the Support Web Site, and toll free telephone number(s) to a CSR.
12. Delete subsection 17.4 (*Services Overview*) in its entirety and replace it with the following language:
- Upon Purchaser's request and at no additional cost, Contractor shall provide Purchaser with one (1) or more toll free number(s) for Purchaser's Customers to contact a CSR for telephone support requests.

13. Delete subsection 18.3 (*Support Web Site Development*) in its entirety and replace it with the following:

Contractor's Support Web Site(s) shall contain self-support screens consisting of: Knowledge Base, FAQ's that are text and graphically designed, a method to search the Knowledge Base and an email link to a CSR. Upon Purchaser's request and at no additional cost, the Support Web Site shall also include chat link(s), a method to log into the Support Web Site, and toll free telephone number(s) to a CSR.

14. Insert a new subsection 18.4 (*Support Web Site Development*) and renumber the current subsections 18.4 through 18.6 accordingly. The new subsection 18.4 shall read as follows:

Unless otherwise requested by Purchaser, all "help" buttons or "help" menu items on Purchaser's Application site shall link directly to the main page of that Application's Support Web Site. Email links to a CSR, as well as chat links and toll free telephone numbers, if Purchaser has requested them, will be provided only from the Support Web Site.

15. Delete the subsection formerly numbered 18.4 in its entirety and replace with the following language:

Contractor shall follow the web design guidelines provided by Purchaser, including but not limited to: web site performance, accessibility by Customers, technical requirements necessary to render the Site accessible by individuals with disabilities, browser specifications and page-load specifications.

16. Delete Section 19 (*Acceptance*) in its entirety and replace with the following language:

**Test and Acceptance**

Performance testing of the Support Web Site will begin within two (2) Business Days after notification from Contractor that the Site is available. If the Support Web Site is accepted, Purchaser will notify Contractor in writing. If the Support Web Site is not acceptable, Purchaser will document the changes required to make the Site acceptable, and provide them to Contractor within (4) Business Days of Contractor's initial notification that the Site was available.

17. Delete Section 21 (*Services Availability/Out of Service Credits*) in its entirety and replace with the following:

21.1 Contractor shall immediately notify Purchaser of all system outages and system changes that directly affect the support of Purchaser Applications.

21.2 Contractor's ongoing Support Web Site Services shall be available 24 hours per day, 7 days a week, 365 days a year and shall be operational 99.95 percent (99.95%) of the time during any calendar month, excluding scheduled maintenance.

21.3 Contractor's web site availability statistics shall be measured at Contractor's facility. Contractor shall compile data and report on an as-requested basis, or monthly, whichever is less frequent, information required to determine the applicability of penalties in subsections 21.4 and 21.5.

21.4 Contractor's inability to deliver Services to this level, excluding problems due solely to Purchaser's or Customer's network or equipment, shall be deemed "**Out-of-Service.**"

Being Out-of-Service for four (4) hours or more in any 24-hour period constitutes an “**Out-of-Service Condition.**”

- 21.5 Contractor shall provide Purchaser with an Out-of-Service Credit for every Out-of-Service Condition for each Application, to be applied in the month following the occurrence. “**Out-of-Service Credit**” is an amount equal to 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month previous to the month in which the outage occurred.
- 21.6 Contractor shall give reasonable notice to Purchasers of Contractor’s maintenance schedule and any changes thereto.
18. Delete Section 25 (*System Outage and Change Management Notification*) in its entirety, as the information has been added to Section 21 (*Services Availability/Out of Service Credits*).
19. Insert a new Section 32.A. (*Purchaser’s Responsibilities*), which states the following:
- Purchaser’s Responsibilities**
- Purchaser shall provide Contractor with the Application content and business rules (Attachment A).
- Purchaser shall provide Contractor with Purchaser’s web design guidelines, including, but not limited to: web site performance, accessibility by Customers, technical requirements necessary to render the Site accessible by individuals with disabilities, browser specifications, page-load specifications, and the design, look and feel of the Application.
- Purchaser shall provide Contractor with examples of Customers’ previous requests to aid in the development of the Knowledge Base and FAQs.
20. Insert a new Section 32.B. (*Purchaser’s Project Manager*), which states the following:
- Purchaser’s Project Manager**
- Purchaser designates the person indicated in the SWO Contact Information as the Project Manager, who will coordinate all aspects of the SWO for Purchaser and to whom invoices should be addressed. The Purchaser Project Manager will be the contact for all matters related to this SWO.
21. Delete subsection 33.2 so that Section 33 (*Purchaser’s Use of Master Contract*) reads as follows:
- This Master Contract may be used by authorized Purchasers only and is not for personal use. Purchaser shall comply with the notice requirements set forth in the provision titled **Contractor’s Proprietary Information**. Reference of this Master Contract Number and/or Purchaser’s signature on a Supplemental Work Order entered into pursuant to this Master Contract signifies Purchaser’s agreement to comply with all provisions of this Master Contract. Failure to abide by these restrictions may result in Purchaser forfeiting the right to make future purchases under this or other Master Contracts.
22. Insert a new Section 33.A. (*Network and Security Requirements*) [a combination of the previous subsection 33.2 with Section 55 (*Compliance with Information Security Policy*)] so that it reads:
- Purchasers who use the State’s TCP/IP backbone network, K-20 network, or Inter Governmental Network (“**IGN**”) must include the DIS Help Desk Manager in the

establishment of the business rules and escalation procedures with respect to the state networks and state network security to be set forth in the SWO.

**DIS Help Desk Manager:**

State of Washington  
Department of Information Services  
1115 Washington St. SE, OB-2  
PO Box 42445  
Olympia, WA 98504-2445

Phone number: (360) 902-3224  
Fax number: (360) 586-4045  
Email: [larryd@dis.wa.gov](mailto:larryd@dis.wa.gov)

For state network problem escalation, the DIS Help Desk will be the initial point of contact for Contractor or Purchaser concerning any problems with the state networks. DIS Help Desk can be reached at 1-888-241-7597, or (360) 753-2454.

Purchaser shall ensure that any network activity that would affect the State information technology security shall be in compliance with Washington State's Information Technology Security Policy located at: <http://www.wa.gov/dis/portfolio/itsecuritypolicy.doc>.

Purchaser information provided to Contractor for the Support Web Site shall be stored at Contractor's place of business. Should Purchaser's SWO require Contractor to access through the state firewalls, this SWO must be reviewed and approved by DIS via the DIS Help Desk Manager.

23. Subsections 35.2 and 35.3 of Section 35 (*Section Headings, Incorporated Documents and Order of Precedence*) are deleted in their entirety and replaced with the following:

35.2 Each of the documents listed below is incorporated by this reference into this Master Contract as though fully set forth herein.

- a) Schedule A - *Services Price List*;
- b) Schedule B - *Supplemental Work Order Form*;
- c) Schedule C - *Disaster Recovery Plan*;
- d) Exhibit A - State of Washington, DIS Request for Proposal for Web-based Application Support Services, T01-RFP-003, dated May 23, 2000;
- e) Exhibit B - Contractor's Response, dated June 12, 2000, including all written information provided with Contractor's Response; and
- f) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of the Services to Purchaser.

35.3 In the event of any inconsistency in this Master Contract, it shall be resolved in the following order of precedence:

- a) Applicable federal and state statutes, laws, and regulations;
- b) Provisions of this Master Contract (T01-MST-001);
- c) Schedules A and C to this Master Contract;
- d) The terms and conditions contained in any Supplemental Work Order entered into pursuant to this Contract;


- e) Exhibit A to this Master Contract;
  - f) Exhibit B to this Master Contract; and
  - g) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of the Services to Purchaser.
24. Delete Section 55 (*Compliance with Information Security Policy*) in its entirety, as it has been moved to the new Section 33.A.
25. Replace *Schedule B - Supplemental Work Order* with the attached Exhibit A.
26. Delete *Schedule C - Service Levels* in its entirety, and delete all references to Schedule C. All references to *Schedule D - Disaster Recovery Plan* shall be replaced with *Schedule C - Disaster Recovery Plan*.

All other provisions of Master Contract T01-MST-001, as previously amended, shall remain in full force and effect.

This Amendment 01-03 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

  
\_\_\_\_\_  
Signature

Michael D. McVicker

Print or Type Name


Assistant Director, TSD

Title

2/9/2001  
\_\_\_\_\_  
Date

**Approved**

SafeHarbor Technology Corporation

  
\_\_\_\_\_  
Signature

Bo Wanner

Print or Type Name

President 2/9/01  
\_\_\_\_\_  
Title Date

# Schedule B

## *Supplemental Work Order Form*

### Instructions to Purchaser for using this form:

This form has been specially drafted to facilitate the process of establishing a Supplemental Work Order (SWO) between Purchasers and Contractor. Contractor will have many SWOs to administer; therefore, to the extent possible do not modify the language or the order of the terms and conditions in this form. Provide your requirements in the sections indicated or in an attachment.

This SWO contains those terms and conditions of the Master Contract deemed most pertinent to the work between the Purchaser and Contractor; however, it does not include *all* of the parties' responsibilities. Purchaser should also be familiar with the terms and conditions of the Master Contract that affect the business relationship with Contractor.

Purchaser should include in its contract file a copy of the Master Contract and Schedules in effect at the time of entering into a SWO. The Master Contract contains additional Contractor duties and obligations other than the selected terms and conditions restated in the SWO. The terms and conditions of the Master Contract are incorporated into and control the terms and conditions of the SWO.

Purchaser may want to assign a number to the SWO in accordance with Purchaser's contract numbering system. Purchaser's SWO does not need to be sent to or approved by DIS.

On this form SWO, instructions appear in brackets [ ] in red. In addition, Contractor and Purchaser shall provide information and/or draft text where indicated in red, in particular Attachment A.

Purchaser SWO Number: #####

Contractor SWO Number: #####

**Supplemental Work Order #####**  
**to**  
**Master Contract Number T01-MST-001**  
**for Web-based Application Support Services**

**APPLICATION NAME**

This Supplemental Work Order ("SWO") is entered into between the State of Washington, [Purchaser Name] ("**Purchaser**") and SafeHarbor Technology Corporation ("**Contractor**") and incorporates by this reference the terms and conditions of Master Contract T01-MST-001 in effect between the Department of Information Services ("**DIS**") and Contractor for the provisioning of web-based application support services. The terms and conditions of this Supplemental Work Order shall not conflict with the terms and conditions of the Master Contract; in the event of any conflict, the Master Contract shall prevail.

**1. Description of Work**

Contractor has been engaged to provide Services for the [Application Name] Application (described in Attachment A) that will include: development of a customized Support Web Site that simulates the design, look and feel of the Application; hosting of the Support Web Site; and interactive Customer support 24 hours per day, 7 days a week, 365 days a year.

**2. Supplemental Work Order Term**

- 2.1. The initial term for this SWO will be two (2) years from the date of last signature. This SWO may be renewed for additional terms of up to two (2) years each.
- 2.2. SWOs or renewal SWOs entered into prior to the expiration or other termination of the Master Contract may be completed under the Master Contract terms and conditions in effect when the SWO or renewal SWO was entered into. New SWOs or renewal SWOs may not be entered into after the expiration or other termination of the Master Contract.

**3. Pricing**

Contractor agrees to provide the Services at the prices set forth in the *Services Price List* attached as Schedule A to the Master Contract. If Purchaser requires Contractor to purchase additional tools in order to provide Services for Purchaser's Application, e.g., software programs, digital certificates, etc., Purchaser shall reimburse Contractor for such costs as agreed in this SWO or an amendment hereto. The DIS Master Contract Administration Fee shall not apply to these agreed-upon reimbursable costs. No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee (.5% of the purchase price). Purchaser requires Contractor to purchase the following additional tools at the costs indicated:

[Purchaser should list any items and the costs to be reimbursed. If there are not additional costs, Purchaser should write "NONE" in this space.]

#### **4. Invoice and Payment**

- 4.1. Contractor will submit properly itemized invoices to Purchaser Project Manager, or other person identified in the SWO Contact Information, and a duplicate invoice to the appropriate contact person identified in each SWO entered into by Purchaser. Invoices shall state and itemize, as applicable:
- a) Master Contract Number T01-MST-001;
  - b) Purchaser SWO Number(s) and/or field/purchase order number;
  - c) Contractor's name, address, phone number, and Federal Taxpayer Identification Number;
  - d) Description of Monthly Support Requests Services, including (i) the total number of Purchaser Support Requests, (ii) total monthly rate due from Purchaser, (iii) number of Support Requests by SWO number, (iv) percent of monthly rate attributable to each SWO, and (v) calculated monthly rate for each SWO;
  - e) Date(s) Services provided;
  - f) For development Services, if any, the date development phase was begun and completed with the corresponding SWO number;
  - g) Applicable discounts;
  - h) Total purchase price (Note: no sales tax, WAC 458-20-155);
  - i) DIS Master Contract Administration Fee (.5% or .005 of the total purchase price);
  - j) Reimbursable costs for tools required by Purchaser, if any, as agreed upon in SWO; and
  - k) Total invoice price.
- 4.2. Payments shall be due within thirty (30) days after the Acceptance Date for such Services or thirty (30) days after receipt of properly prepared invoices, whichever is later.
- 4.3. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of the Acceptance Date or receipt of Contractor's properly prepared invoice, whichever is later.

#### **5. Contractor's Service Representative**

Contractor designates the person indicated in the SWO Contact Information as the Service Representative. The designated Service Representative will coordinate and oversee Contractor's Services to Purchaser from Support Web Site development and acceptance testing, through the expiration or termination of the SWO. The Service Representative will be Purchaser's contact for resolving issues, monitoring and reporting on the status of the Services.

#### **6. Purchaser's Project Manager**

Purchaser designates the person indicated in the SWO Contact Information as the Project Manager, who will coordinate all aspects of the SWO for Purchaser and to whom invoices should be addressed. The Purchaser Project Manager will be the contact for all matters related to this SWO.

#### **7. Purchaser's Responsibilities**

- 7.1. Purchaser shall provide Contractor with the Application content and business rules (Attachment A).

- 7.2. Purchaser shall provide Contractor with Purchaser's web design guidelines, including, but not limited to: web site performance, accessibility by Customers, technical requirements necessary to render the Site accessible by individuals with disabilities, browser specifications, page-load specifications, and the design, look and feel of the Application.
- 7.3. Purchaser shall provide Contractor with examples of Customers' previous requests to aid in the development of the Knowledge Base and FAQs.

## **8. Work Product**

- 8.1. Purchaser and Contractor agree that all data and work product (collectively called "Work Product") produced under this Master Contract and any Supplemental Work Order shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, except for Contractor's Toolset as set forth in subsections 8.6, 8.7 and 8.8 below. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, code, graphics, data, films, tapes, and/or sound reproductions, which comprise the Purchaser's Support Web Site, Knowledge Base, and data, and their attendant intellectual property rights. Upon termination of this Master Contract, Contractor shall deliver to Purchaser an electronic copy of Purchaser's Work Product and those items of Contractor's Toolset used in Purchaser's Knowledge Base and Support Web Site, as set forth in subsection 8.8 below.
- 8.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor agrees to immediately sell, assign, and transfer to Purchaser, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 8.3. Contractor agrees to execute all documents and to perform such other proper acts as Purchaser may deem necessary to secure for Purchaser or the State the rights pursuant to this Section.
- 8.4. Contractor shall not use or in any manner disseminate any Work Product to any third party without the prior written permission of the Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 8.5. Notwithstanding subsection 8.1 above, any hardware, code, graphics or data and all associated methods, techniques and inventions that are jointly developed by Contractor and Purchaser shall be owned jointly by Contractor and Purchaser. Contractor agrees that use of any Proprietary Information contained within such jointly owned hardware, code, graphics or data and all associated methods, techniques and inventions shall remain subject to the Master Contract provision titled Protection of Proprietary Information.
- 8.6. Work Product shall not be construed to include Contractor's Toolset. For the purposes of this Contract, Contractor's "Toolset" shall mean all hardware, software and all associated methods, techniques and inventions provided to Purchaser by Contractor, and their attendant intellectual property rights, to the extent that such hardware, code, graphics or data and methods, techniques and inventions (i) were created or acquired by Contractor prior to the Effective Date of this Master Contract; (ii) are created or acquired other than

in the course of providing Services to Purchaser hereunder; or (iii) are independently (i.e. independent of the State) created or acquired by Contractor in the course of providing Services to Purchaser and are of such a type and nature reasonably appropriate for use in Contractor's business or to develop or deliver services to other customers. In no event shall clause (iii) of this section include any data or information that is specific to the State's business or Customers.

8.7. Contractor represents and warrants that (i) Contractor has all right, title and interest in, or a valid and binding license to use the Toolset and to include the Toolset items in Purchaser's Knowledge Base or Support Web Site, including transferring them to Purchaser as set forth in subsection 8.8 below; and (ii) that the Toolset items are not the subject of any proceeding or litigation for infringement of any third party intellectual property rights; and (iii) that Contractor has no knowledge of circumstances that would be reasonably expected to give rise to any such proceeding or litigation. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement received by Contractor with respect to any Toolset items delivered under this Contract.

8.8. In no case shall Purchaser own any Contractor Toolset items contained in Purchaser's Knowledge Base or Support Web Site. Contractor grants to Purchaser a perpetual, nonexclusive, royalty-free, irrevocable right and license to use those Toolset items incorporated into Purchaser's Knowledge Base or Support Web Site, but only for use in connection with the State's business and only to the extent necessary for the use, maintenance, modification and creation of updated versions of Purchaser's Knowledge Base and Support Web Site delivered by Contractor hereunder. Such license shall be limited to the extent that Contractor has a right to grant such a license and shall not include preexisting or third party works for which SafeHarbor cannot provide royalty-free pass-through or run-time licenses. The license provided for in this paragraph shall not include Kana eService software or such other customer relationship management software necessary to provide interactivity with the Knowledge Base and Support Web Site. SafeHarbor will exercise best efforts to assist Purchaser in efforts to secure licenses sufficient to permit the continued use, operation and maintenance by Purchaser or Purchaser's designee of the Knowledge Base and Support Web Site after termination or expiration of this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the Toolset items by Contractor.

## 9. Services Overview

9.1. Contractor shall provide Purchaser with Web-based Application support services ("Services"), which include both the development of customized Support Web Sites that simulate the design, look and feel of Purchaser's web-based Application(s), and ongoing hosting of the Site along with interactive Customer support to be provided 24 hours per day, 7 days a week, 365 days a year.

9.2. Contractor shall make available to Purchaser's Customers a customized Support Web Site for Purchaser's Application which shall contain self support screens consisting of Knowledge Base, Frequently Asked Questions ("FAQs") that are text and graphically designed, and a method to search the Knowledge Base. Additionally, upon Purchaser's request and at no additional cost, the Site shall also include chat link(s) to a Customer Service Representative ("CSR"), an email link to a CSR, a method to log into the Support Web Site, and toll free telephone number(s) to a CSR.

- 9.3. Contractor shall provide CSRs 24 hours per day, 7 days a week, 365 days a year to respond to Customers' inquiries or resolve Customers' problems with using Purchaser's Application.
- 9.4. Upon Purchaser's request and at no additional cost, Contractor shall provide Purchaser with one (1) or more toll free number(s) for Purchaser's Customers to contact a CSR for telephone support requests.
- 9.5. Contractor shall assist and communicate with individuals with disabilities, including those involving hearing, sight and speech.

## 10. Network and Security Requirements

- 10.1. Purchasers who use the State's TCP/IP backbone network, K-20 network, or Inter Governmental Network ("IGN") must include the DIS Help Desk Manager in the establishment of the business rules and escalation procedures with respect to the state networks and state network security to be set forth in the SWO.

### **DIS Help Desk Manager**

State of Washington  
Department of Information Services  
1115 Washington St. SE, OB-2  
PO Box 42445  
Olympia, WA 98504-2445

Phone number: (360) 902-3224  
Fax number: (360) 586-4045  
Email: [larryd@dis.wa.gov](mailto:larryd@dis.wa.gov)

- 10.2. For state network problem escalation, the DIS Help Desk will be the initial point of contact for Contractor or Purchaser concerning any problems with the state networks. DIS Help Desk can be reached at 1-888-241-7597, or (360) 753-2454.
- 10.3. Purchaser shall ensure that any network activity that would affect the State information technology security shall be in compliance with Washington State's Information Technology Security Policy located at: <http://www.wa.gov/dis/portfolio/itsecuritypolicy.doc>
- 10.4. Purchaser information provided to Contractor for the Support Web Site shall be stored at Contractor's place of business. Should Purchaser's SWO require Contractor to access through the state firewalls, this SWO must be reviewed and approved by DIS via the DIS Help Desk Manager.

## 11. Support Web Site Development

- 11.1. During the development of the Support Web Site, Contractor shall:
  - a) Work with Purchaser to design a Support Web Site that simulates the design, look and feel of Purchaser's Application;
  - b) Learn Purchaser's Application content and business rules; and
  - c) Train Contractor's staff on Purchaser's Application content and business rules and any other information pertinent to the seamless provision of Services.
- 11.2. Whenever Purchaser's Application changes or is updated, Contractor shall inform and train its staff again, as necessary.
- 11.3. Contractor's Support Web Site(s) shall contain self-support screens consisting of: Knowledge Base, FAQ's that are text and graphically designed, a method to search the

Knowledge Base and an email link to a CSR. Upon Purchaser's request and at no additional cost, the Support Web Site shall also include chat link(s), a method to log into the Support Web Site, and toll free telephone number(s) to a CSR.

- 11.4. Unless otherwise requested by Purchaser, all "help" buttons or "help" menu items on Purchaser's Application site shall link directly to the main page of that Application's Support Web Site. Email links to a CSR, as well as chat links and toll free telephone numbers, if Purchaser has requested them, will be provided only from the Support Web Site
- 11.5. Contractor shall follow the web design guidelines provided by Purchaser, including but not limited to: web site performance, accessibility by Customers, technical requirements necessary to render the site accessible by individuals with disabilities, browser specifications, and page-load specifications.
- 11.6. Upon Purchaser's request, Contractor shall be available during non-Business Hours for Support Web Site Development.
- 11.7. Contractor shall develop a Support Web Site that provides a high degree of usability for individuals with disabilities, including those involving hearing, sight and speech. Contractor's general method of accommodating this requirement is to use "alt" tags to describe graphical content.

## **12. Test and Acceptance**

Performance testing of the Support Web Site will begin within two (2) Business Days after notification from Contractor that the Site is available. If the Support Web Site is accepted, Purchaser will notify Contractor in writing. If the Support Web Site is not acceptable, Purchaser will document the changes required to make the Site acceptable, and provide them to Contractor within (4) Business Days of Contractor's initial notification that the Site was available.

## **13. Support Web Site Specifications**

[Provide Purchaser's web design guidelines, e.g., web site performance, URL, domain name, accessibility by Customers, technical requirements necessary to render the site accessible by individuals with disabilities, browser specifications, and page-load specifications, here or in an attachment referenced here.]

## **14. Support Web Site Maintenance and Enhancements**

Contractor shall periodically update the Knowledge Base and FAQs content for each Application, as well as make changes or enhancements to each Support Web Site. Updates, changes and enhancement shall be made within a reasonable time upon Purchaser's request.

## **15. Services Availability/ Out of Service Credits**

- 15.1. Contractor shall immediately notify Purchaser of all system outages and system changes that directly affect the support of Purchaser Applications.
- 15.2. Contractor's ongoing Support Web Site Services shall be available 24 hours per day, 7 days a week, 365 days a year and shall be operational 99.95 percent (99.95%) of the time during any calendar month, excluding scheduled maintenance.

- 15.3. Contractor's web site availability statistics shall be measured at Contractor's facility. Contractor shall compile data and report on an as-requested basis, or monthly, whichever is less frequent, information required to determine the applicability of penalties in subsections 15.4 and 15.5.
- 15.4. Contractor's inability to deliver Services to this level, excluding problems due solely to Purchaser's or Customer's network or equipment, shall be deemed "**Out-of-Service.**" Being Out-of-Service for four (4) hours or more in any 24-hour period constitutes an "**Out-of-Service Condition.**"
- 15.5. Contractor shall provide Purchaser with an Out-of-Service Credit for every Out-of-Service Condition for each Application, to be applied in the month following the occurrence. "**Out-of-Service Credit**" is an amount equal to 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month previous to the month in which the outage occurred.
- 15.6. Contractor shall give reasonable notice to Purchasers of Contractor's maintenance schedule and any changes thereto.
16. **Problem Escalation Procedures – Tier 2 Support**
- 16.1. For state network problem escalation, the DIS Help Desk will be the initial point of contact for Contractor concerning any problems with the state networks. The DIS Help Desk can be reached at 1-888-241-7597 or 360-753-2454.
- 16.2. For [Application Name] knowledge-based content, product and/or software problem escalation, [Purchaser staff member name] will be the initial point of contact for Contractor. [Provide contact information and when available.]
17. **Call, Problem and Change Data**
- 17.1. Contractor is required to track and record data about calls received, problems reported and changes made to the Support Web Site. Various canned and customized reports on call statistics ("**Call Reports**") and on problem and change statistics ("**Problem Reports**") are available to Purchaser electronically. Contractor shall generate Call and/or Problem Reports on a daily, weekly, monthly, and annual basis, as requested by Purchaser.
- 17.2. Contractor shall provide historical archiving of call, problem and change tracking data for one (1) year from the date of the incident or until the expiration of the SWO, whichever is earlier. After one year, or upon expiration of the SWO, Contractor shall provide a copy of the archived data to Purchaser.

**18. Protection of Confidential and Proprietary Information**

Purchaser and Contractor have duties with respect to confidential and proprietary information that are set forth in the Master Contract in sections 28 *Protection of Confidential Information*, 29 *Protection of Proprietary Information*, 32 *Confidential and Proprietary Information* and 54 *Contractor's Proprietary Information*. Any additional requirements and types of confidential or proprietary information are set forth here:

[Provide additional information here or state "NOTHING ADDITIONAL" in this space.]

***In Witness Whereof***, the parties hereto, having read this Supplemental Work Order Number ##### to Master Contract Number T01-MST-001 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
[Purchaser Name]

**Approved**

SafeHarbor Technology Corporation

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

## SWO Contact Information:

**Purchaser:**

Project Manager Name:

Address:

Phone:

Fax:

Email:

**Contractor:**

Service Representative Name:

Address: SafeHarbor Technology Corporation  
PO Box 37  
Satsop, WA 98583-0037

Phone:

Fax:

Email:

Contact Name #2:

Address:

Phone:

Fax:

Email:

Service Representative Name #2:

Address:

Phone:

Fax:

Email:

Contractor's UBI Number:

601-870-519

Contractor's Federal Tax ID Number:

91-1895496

Minority or Woman Owned Business Enterprise

Yes \_\_\_\_\_ No   X  

(Certification Number)

## ATTACHMENT A

[Attach a description of the Application being supported and any content and business rules that Contractor should know.]

[Attach a description of any *additional* Contractor performance obligations that may have been agreed upon.]

[Attach a project timeline.]

[Purchaser may also attach Support Web Site Specifications - Web design guidelines, e.g., web site performance, URL, domain name, accessibility by Customers, technical requirements necessary to render the site accessible by individuals with disabilities, browser specifications, and page-load specifications.]

**Amendment 01-04**  
**Master Contract T01-MST-001**  
**for**  
**Web-Based Application Support Services**

---

In accordance with Provision 38 (*Authority for Modifications and Amendments*) of Master Contract Number T01-MST-001 ("the Contract"), this Amendment 01-04 is entered into by and between the State of Washington, **Department of Information Services** ("DIS") and **SafeHarbor Technology Corporation** ("Contractor").

The purpose of this Amendment is to clarify the DIS Administration fee reporting period and to add additional services to the *Services Price List* (Schedule A). Now, therefore, the parties agree to amend the Contract as follows:

1. Amend provision 68.2 (*Master Contract Activity Reporting*) so that it reads as follows:  
"The Activity Report and the DIS Master Contract Administration Fee shall be submitted by the 45<sup>th</sup> calendar day after the month in which Services were (or would have been) provided to Purchaser. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.
2. Amend the *Services Price List* (Schedule A) to include those additional services set forth in the attached Exhibit A.
3. All other provisions of Master Contract T01-MST-001 shall remain in full force and effect.

This Amendment 01-04 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael D. McVicker

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Assistant Director, TSD

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

4/16/01

**Approved**

SafeHarbor Technology Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
President 4/16/01

# Exhibit A

## ADDITIONAL SERVICES AND PRICING FOR WASHINGTON STATE

### I. Additional Kana Private Service Seats

Note that one seat is included in the basic price-per agency.

Number of <u>Additional</u> Private Side Seats	Monthly Price Per Seat	Annual Cost Per Seat
1 and up	\$500	\$6,000

### II. Integration with Customer's Existing Applications and/or Databases

Estimate based on time and materials using a labor rate of \$150/hour. All estimates must be approved by Purchaser.

### III. Converting User Manuals into HTML

The conversion of Purchaser user manuals will include both initial conversion and subsequent maintenance. Hosting of the HTML manual online is included should Purchaser, if requested.

Estimate based on time and materials using a labor rate of \$100/hour. Estimate must be approved by Purchaser.

### IV. Support Website and Knowledge Base Translation

Purchase	Price per language
Initial translation of website and solutions (Development Fee)	\$10,000
Monthly maintenance fee (includes new solutions, etc). Foreign language Support Requests are added to the English Support Requests.	\$2,000

### V. Localized Interactive Support

Interactive support shall mean a Customer inquiry or report of a problem through email correspondence, interactive chat, or telephone support with a "live" person. Support Requests are cumulative only against Support Requests in the same language. For full interactive support in additional languages, the following charges apply:

Coverage	Initial Set Up Fee	Number of Monthly Support Requests	Monthly Rates
Each language other than English.	\$10,000 set up fee	1-2500	\$6250

		2501-5000	\$11,250
		5001-6000	\$13,200
		(Monthly Rates pricing continues the same as for the original English Monthly Rates.)	

#### VI. Localization Other Than Customer Support

Project management fee:	1-day flat fee (\$1040.00) OR
	30% of Total project

Translation costs (per word) for Technical Documentation and Software Engineering. All work submitted is subject to a minimum 1-hour fee per language. The translation word rate includes translation, editing, and final linguistic quality assurance/proofing.

Language	\$Printable Doc.	\$Html	\$Html Help	\$Software	\$Hour	\$Day
Chinese-CHS*	.38	.44	.46	.58	100	760
Chinese-CHT*	.44	.50	.52	.66	110	880
Dutch-DUT	.44	.50	.52	.66	110	880
Finnish-FIN	.54	.62	.64	.82	140	1120
French-FRC	.46	.54	.56	.70	120	920
French-FRF	.46	.54	.56	.70	120	920
German-GER	.46	.54	.56	.70	120	920
Italian-ITA	.44	.50	.52	.66	110	880
Japanese-JAP	.62	.72	.74	.94	160	1240
Korean-KOR	.48	.56	.58	.72	120	960
Spanish-SPS	.44	.50	.52	.66	110	880
Spanish-SPL	.38	.44	.46	.58	100	760
Swedish-SWE	.56	.66	.68	.84	140	1120

\* CHS - simple mainland Chinese  
CHT - traditional Chinese Taiwan

Per hour rate for technical documentation	Language Hour Rate (see chart above)
Per day rate for technical documentation	\$1040
Setup fee per project (\$ value of project X daily rate):	<\$15,000 = 1 day's rate \$15,001-\$30,000 = 1.5 day's rate \$30,001-\$85,000 = 2 day's rate >\$85,001 = 3 day's rate

	Daily Rates for Western Language	Daily Rates for Asian Language
Software Testing	\$720	\$800
Software Engineering	\$880	\$1000
Multimedia Testing	\$800	\$1000
Multimedia Engineering	\$880	\$1000
Help Testing	\$720	\$880
Help Engineering	\$880	\$1000

**Graphic Manipulation and Screen Captures:**

"Screen capture" is where the Purchaser's support screen image is captured and reproduced on a new screen,

Screen Captures	Price per Western screen.	Price per Asian screen.
Original Screen Captures	\$24	\$30
Re-use previous Screen Captures	N/C	N/C

Graphics can be charged on a per graphic rate. The per graphic rate will be determined by the number and time it takes per graphic divided by the daily rate.

Graphic Files	Western Language	Asian language.
Price per Day	\$880	\$100
Price per Hour	\$115	\$130

**\*NOTE:** For minor revisions, it may be less costly to simply bill on a hourly/daily rate basis. SafeHarbor and Purchaser shall agree to a preferred method for each individual project.

**VII. Additional TransparentView™ Services**

For the Purchaser who wishes to change their "look and feel" more than once every 365 days, or provide multiple "look and feel" environments, TransparentView™ services provides either basic "skin" service or full service. "Skin" service is limited to style sheets only. Full service is priced where the knowledge base articles, including unique authentication for additional views, must reflect a brand image and a modest degree of customization.

Service	Price
Additional "skins"	\$1,000/ea. (One-time charge)
Full view	Pricing quoted on a case-by-case basis. Current experience indicates a one-time fee of \$15,000 and a monthly charge of \$1,000 would be typical.

## Details on Additional Pricing

### I. Additional Kana Private Service Seats

Note that one seat is included in the basic price-per agency.

Number of <u>Additional</u> Private Side Seats	Monthly Price Per Seat	Annual Cost Per Seat
1 and up	\$500	\$6,000

### II. Integration with Customer's Existing Applications and/or Databases

Database integration is an additional charge to the basic development fee due to the additional time required to write specific code for each Purchaser's unique requirements.

The support website can provide personalized Customer access by integrating Purchaser's Customer database with SafeHarbor's support website. SafeHarbor will host a Purchaser database for use in authentication and determination of Customer service profile. This database may be populated and maintained from the Purchaser's existing Customer database by any of the following methods:

- A. XML downloads via SSL from secured website.
- B. Secure FTP
- C. SQL server replication using bridging tables

Authenticated Customers may be provided with access to personalized incident tracking and history information. Authentication information can also be used to provide:

- A. Personalized support web page content, including personalized news
- B. Different levels of support access
- C. Different views of the knowledge base

Estimate based on time and materials using a labor rate of \$150/hour. All estimates must be approved by Purchaser.

### III. Converting User Manuals into HTML

The conversion of Purchaser user manuals will include both initial conversion and subsequent maintenance. Hosting of the HTML manual online is included should Purchaser, if requested.

Estimate based on time and materials using a labor rate of \$100/hour. Estimate must be approved by Purchaser.

### VI Support Website and Knowledge Base Translation

This service provides for the translation of the English support website and knowledge base, excluding interactive support (email, chat and telephone) into other languages. Prices below are per language other than English.

Languages available (other languages may be available, please check for availability):

French	German	Spanish	Polish
Italian	Portuguese	Korean	Dutch
Finnish	Norwegian	Danish	Swedish

Purchase	Price per language
Initial translation of website and solutions (Development Fee)	\$10,000
Monthly maintenance fee (includes new solutions, etc). Foreign language Support Requests are added to the English Support Requests.	\$2,000

#### V Localized Interactive Support

Interactive support shall mean a Customer inquiry or report of a problem through email correspondence, interactive chat, or telephone support with a "live" person. Support Requests are cumulative only against Support Requests in the same language. For full interactive support in additional languages, the following charges apply:

Coverage	Initial Set Up Fee	Number of Monthly Support Requests	Monthly Rates
Each language other than English.	\$10,000 set up fee	1-2500	\$6250
		2501-5000	\$11,250
		5001-6000	\$13,200
		(Monthly Rates pricing continues the same as for the original English Monthly Rates.)	

#### VI Localization Other Than Customer Support

Estimates/quotes for each project shall try to anticipate all known likely costs associated with that project. Any increases must be reviewed and authorized in advance by the SafeHarbor liaison before work on the project can continue. Actual costs will be invoiced at the end of the project. SafeHarbor will provide to Purchaser, prior to the start of each project, a localization kit, which will contain all relevant project materials needed to make a good-faith estimate.

##### Project management

Project management fee services include, but is not limited to, the following: project definitions & specifications, preparation, planning, kickoff meetings, project audits (upon completion). Project scheduling, resource management and allocation, communications and status reporting to client. Update tracking, backup strategies and contingency planning, process improvements, coordination of Client Review Process, liaison to in-country reviewers.

Minimum project management fee per project is either 1-day flat fee (\$1040.00) or 30% of total project value, whichever is greater.

Project management fee:	1-day flat fee (\$1040.00)
	30% of Total project

Projects with a very limited scope may be negotiated on an individual basis (i.e. a flat hourly rate with minimum setup and project management fees waived) when mutually agreed to by SafeHarbor and Purchaser.

**Translation costs (per word) for Technical Documentation and Software Engineering.**

All work submitted is subject to a minimum 1-hour fee per language. The translation word rate includes translation, editing, and final linguistic quality assurance/proofing.

Language	\$Printable Doc.	\$Html	\$Html Help	\$Software	\$Hour	\$Day
Chinese-CHS*	.38	.44	.46	.58	100	760
Chinese-CHT*	.44	.50	.52	.66	110	880
Dutch-DUT	.44	.50	.52	.66	110	880
Finnish-FIN	.54	.62	.64	.82	140	1120
French-FRC	.46	.54	.56	.70	120	920
French-FRF	.46	.54	.56	.70	120	920
German-GER	.46	.54	.56	.70	120	920
Italian-ITA	.44	.50	.52	.66	110	880
Japanese-JAP	.62	.72	.74	.94	160	1240
Korean-KOR	.48	.56	.58	.72	120	960
Spanish-SPS	.44	.50	.52	.66	110	880
Spanish-SPL	.38	.44	.46	.58	100	760
Swedish-SWE	.56	.66	.68	.84	140	1120

\* CHS - simple mainland Chinese  
CHT - traditional Chinese Taiwan

The translation word rate for Software elements in proprietary format includes translation itself, taking account of pixel widths per character in the designated fonts and available display width, maintaining proper placement of embedded tokens and placeholders, linguistic/graphical editing, and final QA.

Daily rates shall be used for such functions including but not limited to: language validation or proofreading (assume 2000 words per hour), glossary compilation, incorporation of client review cycle changes, translation and incorporation of changes to work in progress, translation and alphabetization of indexes (assume 5 pages per day), any other language-related activities not included here.

**Setup; file preparation/maintenance, glossary administration:**

Setup includes, but is not limited to: file upload/download, file preparation, keying, photocopying, language notes, project instruction, distribution, communication with Translation Editing Proofing teams, file maintenance, backups, archiving, on-going maintenance of master SafeHarbor glossaries.

Per hour rate for technical documentation	Language Hour Rate (see chart above)
Per day rate for technical documentation	\$1040
Setup fee per project (\$ value of project X daily rate):	<p>&lt;\$15,000 = 1 day's rate</p> <p>\$15,001-\$30,000 = 1.5 day's rate</p> <p>\$30,001-\$85,000 = 2 day's rate</p> <p>&gt;\$85,001 = 3 day's rate</p>

Projects with a very limited scope may be negotiated on an individual basis (such as a flat hourly rate with minimum setup and project management fees waived) when mutually agreed to by SafeHarbor and Purchaser.

**Software Engineering and Testing Daily Rates**

Software Testing includes, but is not limited to: accessing and exercising every area of the software based on test scripts provided by Purchaser, or developed by Purchaser to check functionality, and linguistic and visual layout. All bugs reported through all stages to resolution (or acceptance).

Software Engineering includes, but is not limited to; preparation of software files for translation, extraction of strings, re-sizing dialog boxes, rebuild original version, re-compiling and debugging the compile of each language version, verifying command key assignments, dialog controls and other mechanics of the application that may have been affected by text expansion or duplicate character use in the new language.

Multimedia Testing/Validation includes, but is not limited to all activities listed under Software engineering plus validation of that the program functions and displays in a fashion comparable to the original language version.

Multimedia Engineering includes, but is not limited to all activities listed under Software Engineering plus install/configure title, create detailed file breakdown by process, digitize localized audio assets, integrate audio/visual elements, title builds, golden mastering.

HTML Testing includes, but is not limited to linguistic and visual layout checking, integrity verification for all hypertext links, javascript, cross-references, screen shots:

	Daily Rates for Western Language	Daily Rates for Asian Language
Software Testing	\$720	\$800
Software Engineering	\$880	\$1000
Multimedia Testing	\$800	\$1000
Multimedia Engineering	\$880	\$1000
Help Testing	\$720	\$880
Help Engineering	\$880	\$1000

**Graphic Manipulation and Screen Captures:**

"Screen capture" is where the Purchaser's support screen image is captured and reproduced on a new screen,

Screen Captures	Price per Western screen.	Price per Asian screen.
Original Screen Captures	\$24	\$30
Re-use previous Screen Captures	N/C	N/C

Graphics can be charged on a per graphic rate. The per graphic rate will be determined by the number and time it takes per graphic divided by the daily rate.

Graphic Files	Western Language	Asian language.
Price per Day	\$880	\$100
Price per Hour	\$115	\$130

**Leveraging:**

Revision using Computer Aided Translation tool pricing:

- 100% translation rate for new words
- 60% translation rate for "Lo-Fuzzy" match words (repetition match sentences)
- 30% translation rate for Exact match words
- 40% translation rate for Repetition match words
- 100% Desktop Publishing rate per page for each changed page

**\*NOTE:** For minor revisions, it may be less costly to simply bill on a hourly/daily rate basis. SafeHarbor and Purchaser shall agree to a preferred method for each individual project.

**VII Additional TransparentView™ Services**

For the Purchaser who wishes to change their "look and feel" more than once every 365 days, or provide multiple "look and feel" environments, TransparentView™ services provides either basic "skin" service or full service. "Skin" service is limited to style sheets only. Full service is priced where the knowledge base articles, including unique authentication for additional views, must reflect a brand image and a modest degree of customization.

Service	Price
Additional "skins"	\$1,000/ea. (One-time charge)
Full view	Pricing quoted on a case-by-case basis. Current experience indicates a one-time fee of \$15,000 and a monthly charge of \$1,000 would be typical.

**Amendment Number 04-05**  
**to**  
**Master Contract Number T01-MST-001**  
**for**  
**Web-Based Application**  
**Support Services**

In accordance with Provision 31 (*Modifications and Amendments*) of Master Contract Number T01-MST-001, this Amendment 04-05 is entered into by and between the State of Washington, **Department of Information Services** (hereinafter “**State**”) and **SafeHarbor Technology Corporation** (hereinafter “**Contractor**” or “**SafeHarbor**”).

1. Provision 1 (*Definitions*) is amended to provide additional terms, specifically:

“**Application Interactive Base Fee**” shall mean the fixed monthly fee paid for each application in a Product Group for which SafeHarbor provides Interactive Service. This Fee will vary based on the mix of support channels (telephone and/or email) and hours of coverage provided.

“**Application Self-Service Base Fee**” shall mean the fixed monthly fee paid for each application in a Product Group for which SafeHarbor provides self-service.

“**Application Interactive Service Fee Credit**” shall mean an amount that will be credited toward the Total Interactive Service Fee for a single application in a single month. The calculation of the Application Interactive Service Fee and a description of how it is applied to the Total Interactive Service Fee are described in detail in section 5.5 of Schedule A, as amended, “Services Price List.”

“**Interactive Service**” shall mean customer support services as they relate to email and telephone support.

“**Knowledge Base Article**” shall mean an online graphical solution or answer to a technical or informational question.

“**Per Case Interactive Service Fee**” shall mean the fee that will be charged by SafeHarbor for each interactive support instance. This fee shall be determined individually for telephone services and email services, based on the average resolution time for all interactive support instances within each channel (i.e., email and telephone) for each product group for each month.

“**Preferred Services**” shall mean a combination of additional and enhanced services and capabilities that SafeHarbor agrees to make available to the State beginning on the date of execution of this Amendment. Components of the Preferred Services are described in Section 5 of Schedule A, as amended, “Services Price List.”

“**Product Group**” shall mean a collection of applications within an agency that share elements that enable them to share the cost of support. Applications within Product Groups will have some or all of the following similarities: similar functions; similar knowledge base requirements; and similar interactive support requirements.

**“Product Group Interactive Base Fee”** shall mean the fixed monthly interactive fee paid for a Product Group.

**“Product Group Interactive Minimum Fee”** shall mean the minimum monthly interactive fee paid for a Product Group.

**“Product Group Self-Service Base Fee”** shall mean the fixed monthly self-service fee paid for a Product Group.

**“Standard Services”** shall mean the combination of individual services and capabilities provided by SafeHarbor that originated under terms of Master Contract Number T01-MST-001. For purposes of this Amendment, all applications currently supported by SafeHarbor are considered to be receiving the Standard Services.

**“Total Interactive Service Fee”** shall mean the total amount to be charged for Interactive Services provided for each Product Group each month. This amount shall be the sum of the amounts calculated individually for each channel of interactive support service SafeHarbor provides. This amount will be calculated by multiplying the applicable Per Case Interactive Service Fee for that channel times the number of cases that occurred in that channel for a single month.

2. Provision 4 (***Term of Agreement and Survivorship of Terms***) is amended to provide an additional extension of Master Contract T01-MST-001 for a period of three (3) years, specifically from August 18, 2003 to August 17, 2006. The rest of Provision 4 remains the same.
3. Provision 11.7 (***Support Web Site Development***) is deleted in its entirety and replaced with the following:

11.7 “Vendor shall develop Purchaser’s support web pages so that they meet or exceed the Priority 1 Checkpoints from the “Web Content Accessibility Guidelines” developed by the World Wide Web Consortium (W3C), as detailed at: <http://www.w3.org/TR/WCAG10/full-checklist.html>,

- a. Vendor’s content on Purchaser’s support web pages **should** also meet the “Web Content Accessibility Guidelines” for the following W3C Checkpoints:
  - i) Priority 2: 2.2; 13.1; 3.3; 7.2; 10.1; 5.3; 12.2; 10.2; 6.4; and 8.1; and
  - ii) Priority 3: 9.4 and 1.5.
- b. Purchasers who require customer site maintenance or upgrades to meet the changing Priority 1 Checkpoints or desire more mandatory W3C Checkpoints in their SWO may incur additional cost as set forth in writing in the SOW.
- c. Upon initial development completion and compliance of the Priority 1 W3C Checkpoints as they exist at that time, the customer support site will be tested and successfully work using the most current version of JAWS reader.

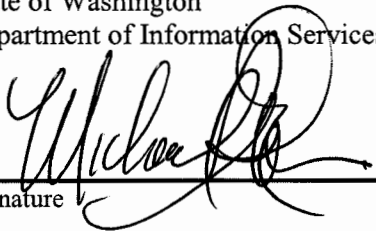
4. The Chat feature shall be specifically excluded from all service offerings.

5 Schedule A ("**Services Price List**") is amended to provide support services at the prices as indicated on the attached **Services Price List** dated June 2003. The **Services Price List** is the complete list of all support services authorized for purchase under Master Contract T01-MST-001 and it supersedes all previously published service price lists.

All other provisions of Master Contract Number T01-MST-001, as previously amended, remain in full force and effect.

**Approved**

State of Washington  
Department of Information Services

  
\_\_\_\_\_  
Signature

Michael B. Emans

\_\_\_\_\_  
Print or Type Name

Assistant Director

\_\_\_\_\_  
Title

8/14/03

\_\_\_\_\_  
Date

**Approved**

Contractor's Name

  
\_\_\_\_\_  
Signature

Brian L. Sterling  
\_\_\_\_\_  
Print or Type Name

CEO

\_\_\_\_\_  
Title

8/12/03

\_\_\_\_\_  
Date

# **Schedule A**

{ TC "Schedule A: *Services Price List*"\l 5\n }

## ***Services Price List***

**for**

**Master Contract No. T01-MST-001**

**with**

**SafeHarbor Technology Corporation**

Contractors are authorized under the above-referenced Master Contract to sell only the Services identified in this Schedule A at the prices set forth therein.

This Schedule may be modified only in writing by the DIS Contract Administrator.

## Development Fees

### 1. Self-service Application Development Fee - Preferred Services

For those applications that choose the Preferred Services, the Self-service Application development is based on a common template. The template shall be common to all applications using this service. Common "Browser Base" solutions shall be included in the Self-service Application Development and shall not be included as part of the number of Knowledge Base Articles described in Chart A-1. Images and logos can be specific for each application. The Self-Service Application Development Fee is based on the number of Knowledge Base Articles (per application) required at the launch of the support site. See Chart A-1 below for the fee that will apply at various quantities of Knowledge Base Articles:

**Chart A-1**

Knowledge Base Articles	Fee
0-20	\$12,000.00
21-30	\$14,000.00
31-40	\$16,000.00
41-50	\$18,000.00
51-60	\$20,000.00
61-70	\$22,000.00
71-80	\$24,000.00
81-90	\$26,000.00
91-100	\$28,000.00

### 2. Customized Self-Service Application Development Fee - Preferred Services

For those applications that choose the Preferred Services and that require a uniquely designed site, these applications will incur a thirty thousand dollars (\$30,000 USD) customization fee. Development will include up to twenty (20) Knowledge Base Articles. Additional Knowledge Base Articles are available as defined in section 6.2d.

### 3. Self-Service Application Development Fee - Standard Services

#### Development Fee

Each Application has only one (1) Development Fee.

Development Fee
\$35,000

### 4. Interactive Support Services Development Fees

#### 4.1. Email only

Each application requiring email only support will incur a one time development fee of eight thousand dollars (\$8,000.00 USD) for implementation and training services, which includes system configuration and training of up to four (4) agents.

#### 4.2. Email and telephone

Each application requiring email and telephone support will incur a one time fee of ten thousand (\$10,000.00 USD) for implementation and training services, which includes email and phone system configuration and training of up to four (4) agents.

### 5. Conversion from Standard to Preferred Services

SafeHarbor agrees to waive in its entirety the Self-service Application Development Fee for any existing application that converts to Preferred Services for self-service within ninety (90) days following the effective date of this Amendment or upon expiration of an existing Supplemental Work Order ("SWO") which ever is later. Any such application that chooses to convert will be provided a mix of the features and functionalities that comprise the Preferred Services, as applicable for that application's support requirements as agreed to by the parties.

## Monthly Fees

### 6. Standard Services Monthly Fees

Standard Services Monthly Fees are based on Support Requests for twenty-four (24) hours-per-day, seven (7) days-a-week operations. Support Requests are cumulative over the course of each month. SafeHarbor shall aggregate Support Requests each month for each Purchaser in calculating the volume level and monthly fees. Each agency and its respective sub-divisions are considered a single Purchaser in calculating the Standard Services Monthly Fee.

Product groups and applications receiving the Standard Services may continue to receive such services under the current pricing model until the expiration of the term of their current SWO. This pricing model is outlined in Chart A-2, below.

**Chart A-2**

Number of Monthly Support Requests	Monthly Fee
1 - 2500	\$6,250
2501 - 5000	\$11,250
5001 - 6000	\$13,200
6001 - 7000	\$15,130
7001 - 8000	\$17,040
8001 - 9000	\$18,930
9001 - 10000	\$20,800
10001 - 11500	\$23,050
11501 - 13000	\$25,225
13001 - 15000	\$28,025

Upon expiration of their current term, each application will be charged monthly fees as outlined in Chart A-3, below.

**Chart A-3**

<b>Number of Monthly Support Requests</b>	<b>Monthly Fee</b>
1 - 2500	\$7,000.00
2501 - 5000	\$12,600.00
5001 - 6000	\$14,784.00
6001 - 7000	\$16,945.60
7001 - 8000	\$19,084.80
8001 - 9000	\$21,201.60
9001 - 10000	\$23,296.00
10001 - 11500	\$25,816.00
11501 - 13000	\$28,252.00
13001 - 15000	\$31,388.00

## **7. Preferred Services Pricing Model**

### **7.1. Preferred Services Description**

SafeHarbor has developed the capability to deploy support for multiple purchasers within a common environment while providing for each purchaser a support site that reflects only their support information. These new and additional services are comprised of the following elements:

- a) Self-Service site with constant look and feel across supported applications
- b) Navigation channels that include:
  - Advanced pattern matching search
  - Dynamically generated frequently asked question listings
  - Knowledge base browsing
- c) Other features, including any or all of the following:
  - Pre-emptive search: When a user submits an email request, their question is automatically compared to the Knowledge Base and possible articles are presented to the user prior to submission of the email to an agent.
  - Solution survey: Each Knowledge Base Articles offers a satisfaction survey enabling users to provide input on the usefulness of the Article.
  - Email link for support. An email contact link or form that provides a mechanism for a user to contact the agency shall be provided from within the support site for Purchasers who choose not to engage SafeHarbor for Interactive Service.
  - Suggested solutions: Listed at the bottom of all Knowledge Base Articles are dynamically generated links to related Knowledge Base Articles may also be applicable to the user.

### **7.2. Specialty Guides**

- a) SafeHarbor can provide optional Specialty Guides as part of the Preferred Services only upon request. Specialty Guides are not designed to comply with accessibility requirements, however, the underlying content within the Specialty Guide will comply). Available Specialty Guides and related pricing are described below.

b) Getting Started Guide Description

Getting started guides are a compilation of specially linked navigational pages and self-service content providing end users with a guided mechanism to learn to use and/or configure an application or service. Getting started guides have been shown to be effective at helping new users engage with and succeed in interacting with certain types of application functionality. These guides help users resolve issues and learn without requiring them to search for appropriate content or requiring contact with an interactive agent.

c) Getting Started Guide Scope and Pricing

Selection of specially linked navigational pages constituting no more than 10 new linked articles (i.e., a stand alone knowledge base article). One time development fee of \$7,500 includes guide development and creation of up to 10 new articles that will populate the Getting Started Guide. For deployments requiring creation of fewer than 10 articles, a credit of \$250 per article (with a maximum credit allowance of 5 articles) will be applied against the development fee. Additional knowledge base articles (in addition to the 10 included at the time of implementation or any quantity added after implementation) required to populated Getting Started Guide will be available in blocks of 5 for \$1,000. Articles must be developed and deployed within the project for which they were purchased.

d) Troubleshooting Guide Description

Troubleshooting guides utilize proprietary SafeHarbor Question and Answer technology, enabling users to intuitively drill down to needed support content based on their responses to specific troubleshooting and diagnostic questions. Users are presented with concise questions and are prompted to respond via a selection of answers via drop down menus. Based on individual responses, additional questions are presented. This process conducts filtering against the self-service knowledge base, providing users with a concise list of appropriate content to address their inquiry. This navigation mechanism has been shown to be particularly effective in helping users succeed in self-service when they are not sure exactly what to ask or how to describe the problem or issue they are dealing with.

e) Troubleshooting Guide Scope and Pricing

Development of guide structure, logic, and interface to apply to a maximum of 30 current knowledge base articles will incur a one-time development fee of \$9,500. Additional troubleshooting guide structure and logic development required to accommodate more than 30 articles, or performed after initial implementation, will be billed at an hourly rate as described in section 3.7 (not to exceed \$25,000). Additional knowledge base articles required to populate the troubleshooting guide will be available in blocks of 5 articles for \$1,000. Articles must be developed and deployed within the project for which they were purchased.

7.3. Self-service Pricing

a) Product Group Pricing

b) Each Product Group will incur a monthly Product Group Self-Service Base Fee (\$3,000 w/ 5,000 Self-Service sessions) and additional self-service fees as follows:

c) Application Fee

Each application within a Product Group will incur a monthly per Application Self-Service Base Fee fifteen hundred dollars (\$1,500 USD) and will receive a group of

Self-Service sessions in the quantity of one thousand (1,000 ) sessions per month for the Product Group. Each application can receive two Knowledge Base Article additions or changes per month at no additional charge.

- d) Self-service Sessions  
Additional Self-Service sessions will be provided in blocks of 400 sessions per month as needed within a Product Group for \$200 per block.
- e) Additional Knowledge Base Articles are available in blocks of 5 for \$1,000 (to be used within an individual Product Group).

#### 7.4. Interactive Services Pricing

Interactive Services are optional services which can be purchased for use within a Product Group. Interactive Services are available as either email only or email and telephone support. When the first application within a Product Group purchases interactive support, the Product group will incur a monthly Product Group Interactive Base Fee of fifteen hundred dollars (\$1,500 USD). Additionally, each application within a Product Group (that requires interactive services) will incur a monthly Interactive Base Fee and applicable Case Charges dependant on the level of service provided. There is a three thousand five hundred dollar (\$3,500 USD) per month Product Group minimum for interactive services provided within a Product Group by SafeHarbor; this minimum can be met with a combination of Application Interactive Base Fees and total Per Case Interactive Service Fees incurred by each Application in the Product Group.

Application Interactive Base Fees are:

- a) Email Only: 8:00 am-6:00 pm (Pacific Time) Monday - Saturday (excluding Washington State holidays) \$1,000 per month.
- b) Email Only: Twenty-four hours per day, seven days per week ("24 x 7") (excluding Washington State holidays) two thousand dollars (\$2,000 USD) per month.
- c) Email + telephone: 8:00 am-6:00 pm (Pacific Time) Monday - Saturday (excluding Washington State holidays) two thousand five hundred dollars (\$2,500 USD) per month.
- d) Email + telephone: Twenty-four hours per day, seven days per week ("24 x 7") (excluding Washington State holidays) four thousand five hundred dollars (\$4,500 USD) per month.

#### 7.5. Per Case Interactive Service Fees

Each interactive support instance, (i.e., email or telephone case) will be charged a service fee, which will vary by channel (Telephone or Email) based on the channel's overall average email and phone resolution time during that month. See chart A-4 below for Per Case Interactive Service Fees:

**Chart A-4**

Per Case Interactive Service Fees		
Overall Average Case Handle Time For the Product Group	Telephone	Email
0 minutes	\$0.00	\$0.00
< 5 minutes	\$6.00	\$4.50
5 - 7.5 minutes	\$9.00	\$6.75
7.5 - 10 minutes	\$12.00	\$9.00
10 - 12.5 minutes	\$15.00	\$11.25
12.5 - 15 minutes	\$18.00	\$13.50
15 - 20 minutes	\$24.00	\$18.00

20 - 35 minutes	\$36.00	\$27.00
30 - 40 minutes	\$48.00	\$36.00

#### 7.6. Application Interactive Service Fee Credits

**“Application Interactive Service Fee Credit”** is an amount that will be credited toward the Total Interactive Service Fee for a single application in a single month. This amount will vary depending on the type of interactive service provided. Application Service Fee Credits will only be used to offset Total Interactive Service Fees up to the amount of Total Interactive Service Fees incurred in a single month. If the Application Interactive Service Fee Credit exceeds the Total Interactive Service Fees incurred by a single Application in a single month, the Total Interactive Service Fee for that month shall be zero. Unapplied portions of Application Interactive Service Fee Credits cannot be carried over into subsequent months.

Application Interactive Service Fee Credits are as follows:

- a) Email Only: 8:00 am-6:00 pm (Pacific Time) Monday - Saturday (excluding Washington State holidays) One thousand dollars (\$1,000 USD) per month.
- b) Email Only: Twenty-four hours per day, seven days per week (“24 x 7”) (excluding Washington State holidays) two thousand dollars (\$2,000 USD) per month.
- c) Email + Telephone: 8am-6pm (Pacific Time) Monday - Saturday (excluding Washington State holidays) twelve hundred and fifty dollars (\$1,250 USD) per month.
- d) Email + Telephone: Twenty-four hours per day, seven days per week (“24 x 7”) (excluding Washington State holidays) two thousand two hundred and fifty dollars (\$2,250 USD) per month.

#### 8. Additional Case Management System Private Side Seats

Note that one seat per supported application is included in the basic price- for access to SafeHarbor’s Case Management System Private Side.

**Chart A-5**

<b>Number of Additional Private Side Seats</b>	<b>Monthly Price Per Additional Seat</b>	<b>Annual Cost Per Additional Seat</b>
1 or more	\$500	\$6,000

#### 9. Integration with Customer’s Existing Applications and/or Databases

- 9.1. Database integration is an additional charge to the basic development fee due to the additional time required to write specific code for each Purchaser’s unique requirements.

- 9.2. The support website can provide personalized Customer access by integrating Purchaser's Customer database with SafeHarbor's support website. SafeHarbor will host a Purchaser database for use in authentication and determination of Customer service profile. This database may be populated and maintained from the Purchaser's existing Customer database by any of the following methods:

- XML downloads via SSL from secured website.
- Secure FTP
- SQL server replication using bridging tables

- 9.3. Authenticated Customers may be provided with access to personalized incident tracking and history information. Authentication information can also be used to provide:

- Personalized support web page content, including personalized news
- Different levels of support access
- Different views of the knowledge base

- 9.4. Converting User Manuals into HTML

- a) The conversion of Purchaser user manuals will include both initial conversion and subsequent maintenance. Hosting of the HTML manual online is available, should Purchaser request it.
- b) Estimate based on time and materials using a labor rate of \$100 per hour. Purchaser must approve estimates.

## **10. Hourly Rate**

Work performed on an hourly basis will be billed as follows:

- 10.1. Application Development: \$125 per hour.
- 10.2. DataDeck / Reporting Development: \$125 per hour.
- 10.3. Integration Services per sections 8.1, 8.2 and 8.3 \$150 per hour.
- 10.4. All other hourly services: \$100 per hour.

**Amendment Number 04-06**  
to  
**Master Contract Number T01-MST-001**  
for  
**Web-Based Application**  
**Support Services**

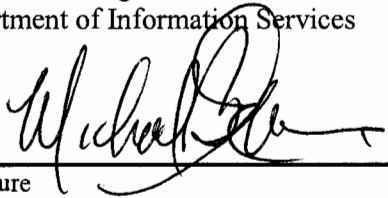
In accordance with Provision 31 (*Modifications and Amendments*) of Master Contract Number T01-MST-001, this Amendment 04-06 is entered into by and between the State of Washington, **Department of Information Services** (hereinafter "State") and **SafeHarbor Technology Corporation** (hereinafter "Contractor" or "SafeHarbor").

1. Schedule B ("*Supplemental Work Order Form*") is deleted in its entirety and replaced with the attached schedule. The attached *Supplemental Work Order Form* supersedes the previously published Schedule B.

All other provisions of Master Contract Number T01-MST-001, as previously amended, remain in full force and effect.

**Approved**

State of Washington  
Department of Information Services

  
\_\_\_\_\_  
Signature

Michael B. Emans

Print or Type Name

Assistant Director


Title

9/2/03

Date

**Approved**

Contractor's Name

  
\_\_\_\_\_  
Signature

Brian Sterling

Print or Type Name

CEO

Title

8/20/03

Date

# Schedule B

## *Supplemental Work Order Form*

### Instructions to Purchaser for using this form:

This form has been specially drafted to facilitate the process of establishing a Supplemental Work Order (SWO) between Purchasers and Contractor. Contractor will have many SWOs to administer; therefore, to the extent possible do not modify the language or the order of the terms and conditions in this form. Provide your requirements in the sections indicated or in an attachment.

This SWO contains those terms and conditions of the Master Contract deemed most pertinent to the work between the Purchaser and Contractor; however, it does not include *all* of the parties' responsibilities. Purchaser should also be familiar with the terms and conditions of the Master Contract that affect the business relationship with Contractor.

Purchaser should include in its contract file a copy of the Master Contract and Schedules in effect at the time of entering into a SWO. The Master Contract contains additional Contractor duties and obligations other than the selected terms and conditions restated in the SWO. The terms and conditions of the Master Contract are incorporated into and control the terms and conditions of the SWO.

Purchaser may want to assign a number to the SWO in accordance with Purchaser's contract numbering system. Purchaser's SWO does not need to be sent to or approved by DIS.

On this form SWO, instructions appear in brackets [ ] in red. In addition, Contractor and Purchaser shall provide information and/or draft text where indicated in red, in particular Attachment A.

**Supplemental Work Order #####**  
**to**  
**Master Contract Number T01-MST-001**  
**for Web-based Application Support Services**

APPLICATION NAME

This Supplemental Work Order ("SWO") is entered into between the State of Washington, [Purchaser Name] ("Purchaser") and SafeHarbor Technology Corporation ("Contractor") and incorporates by reference the terms and conditions of Master Contract T01-MST-001 in effect between the Department of Information Services ("DIS") and Contractor for the provisioning of web-based application support services. The terms and conditions of this Supplemental Work Order shall not conflict with the terms and conditions of the Master Contract; in the event of any conflict, the Master Contract shall prevail.

**1. Description of Work**

Contractor has been engaged to provide Services for the [Application Name] Application (described in Attachment A) that will include: [Services Chosen]

**2. Supplemental Work Order Term**

- 2.1. The initial term for this SWO will be two (2) years from the date of last signature. This SWO may be renewed for additional terms of up to two (2) years each.
- 2.2. SWOs or renewal SWOs entered into prior to the expiration or other termination of the Master Contract may be completed under the Master Contract terms and conditions in effect when the SWO or renewal SWO was entered into. New SWOs or renewal SWOs may not be entered into after the expiration or other termination of the Master Contract.

**3. Pricing**

Contractor agrees to provide the Services at the prices set forth in the *Services Price List* attached as Schedule A to the Master Contract. If Purchaser requires Contractor to purchase additional tools in order to provide Services for Purchaser's Application, e.g., software programs, digital certificates, etc., Purchaser shall reimburse Contractor for such costs as agreed in this SWO or an amendment hereto. The DIS Master Contract Administration Fee shall not apply to these agreed-upon reimbursable costs. No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee (.5% of the purchase price). Purchaser requires Contractor to purchase the following additional tools at the costs indicated:

[Purchaser should list any items and the costs to be reimbursed. If there are not additional costs, Purchaser should write "NONE" in this space.]

#### 4. Invoice and Payment

- 4.1. Contractor will submit properly itemized invoices to Purchaser Project Manager, or other person identified in the SWO Contact Information, and a duplicate invoice to the appropriate contact person identified in each SWO entered into by Purchaser. Invoices shall state and itemize, as applicable:
- a) Master Contract Number (T01-MST-001);
  - b) Purchaser SWO Number(s) and/or filed/purchase order number;
  - c) Contractor's name, address, phone number, and Federal Taxpayer Identification Number;
  - d) Description of Monthly Support Requests Services, including (i) the total number of Purchaser Support Requests, (ii) total monthly rate due from Purchaser, (iii) number of Support Requests by SWO number, (iv) percent of the monthly rate attributable to each SWO, and (v) calculated monthly rate for each SWO;
  - e) Date(s) Services provided;
  - f) For development Services, if any, the date development phase was begun and completed with the corresponding SWO number;
  - g) Applicable discounts;
  - h) Total purchase price (Note: no sales tax, WAC 458-20-155);
  - i) DIS Master Contract Administration Fee (.5% or .005 of the total purchase price);
  - j) Reimbursable costs for tools required by Purchaser, if any, as agreed upon in SWO;
  - k) Total invoice price.
- 4.2. Payments shall be due within thirty (30) days after the Acceptance Date for such Services or thirty (30) days after receipt of properly prepared invoices, whichever is later.
- 4.3. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of the Acceptance Date or receipt of Contractor's properly prepared invoice, whichever is later.

#### 5. Contractor's Service Representative

Contractor designates the person indicated on the SWO as the Service Representative. The designated Service Representative will coordinate and oversee Contractor's Services to Purchaser from Support Web Site development and acceptance testing, through the expiration or termination of the SWO. The Service Representative will be Purchaser's contact for resolving issues, monitoring and reporting on the status of the Services.

#### 6. Purchaser's Project Manager

Purchaser designates the person indicated in the SWO Contact Information as the Project Manager, who will coordinate all aspects of the SWO for Purchaser and to whom invoices should be addressed. The Purchaser Project Manager will be the contact for all matters related to this SWO.

## 7. Purchaser's Responsibilities

- 7.1. Purchaser shall provide Contractor with the Application content and business rules (Attachment A).
- 7.2. Purchaser shall provide Contractor with Purchaser's web design guidelines, including but not limited to: web site performance, accessibility by Customers, technical requirements necessary to render the Site accessible by individuals with disabilities, browser specifications, page-load specifications, and the design, look and feel of the Application.
- 7.3. Purchaser shall provide Contractor with examples of Customers' previous requests to aid in the development of the Knowledge Base and FAQs.

## 8. Work Product

- 8.1. Purchaser and Contractor agree that all data and work product (collectively called "**Work Product**") produced under this Master Contract and any Supplemental Work Order shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, except for Contractor's Toolset as set forth in subsections 8.6, 8.7 and 8.8 below. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, code, graphics, data, films, tapes, and/or sound reproductions, which comprise the Purchaser's Support Web Site, Knowledge Base, and data and their attendant intellectual property rights. Upon termination of this Master Contract, Contractor shall deliver to Purchaser an electronic copy of Purchaser's Work Product and those items of Contractor's Toolset used in Purchaser's Knowledge Base and Support Web Site, as set forth in subsection 8.8 below.
- 8.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor agrees to immediately sell, assign, and transfer to Purchaser, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 8.3. Contractor agrees to execute all documents and to perform such other proper acts as Purchaser may deem necessary to secure for Purchaser or the State the rights pursuant to this Section.
- 8.4. Contractor shall not use or in any manner disseminate any Work Product to any third party without the prior written permission of the Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 8.5. Notwithstanding subsection 8.1 above, any hardware, code, graphics or data and all associated methods, techniques and inventions that are jointly developed by Contractor and Purchaser shall be owned jointly by Contractor and Purchaser. Contractor agrees that use of any Proprietary Information contained within such jointly owned hardware, code, graphics or data and all associated methods,

techniques and inventions shall remain subject to the provision titled **Protection of Proprietary Information**.

- 8.6. Work Product shall not be construed to include Contractor's Toolset. For the purposes of this Contract, Contractor's "**Toolset**" shall mean all hardware, software and all associated methods, techniques and inventions provided to Purchaser by Contractor, and their attendant intellectual property rights, to the extent that such hardware, code, graphics or data and methods, techniques and inventions (i) were created or acquired by Contractor prior to the Effective Date of this Master Contract; (ii) are created or acquired other than in the course of providing Services to Purchaser hereunder; or (iii) are independently (i.e. independent of the State) created or acquired by Contractor in the course of providing Services to Purchaser and are of such a type and nature reasonably appropriate for use in Contractor's business or to develop or deliver services to other customers. In no event shall clause (iii) of this section include any data or information that is specific to the State's business or Customers.
- 8.7. Contractor represents and warrants that (i) Contractor has all it has all right, title and interest in, or a valid and binding license to use the Toolset and to include the Toolset items in Purchaser's Knowledge Base or Support Web Site, including transferring them to Purchaser as set forth in subsection 8.8 below; and (ii) that the Toolset items are not the subject of any proceeding or litigation for infringement of any third party intellectual property rights; and (iii) that Contractor has no knowledge of circumstances that would be reasonably expected to give rise to any such proceeding or litigation. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement received by Contractor with respect to any Toolset items delivered under this Contract.
- 8.8. In no case shall Purchaser own any Contractor Toolset items contained in Purchaser's Knowledge Base or Support Web Site. Contractor grants to Purchaser a perpetual, nonexclusive, royalty-free, irrevocable right and license to use those Toolset items incorporated into Purchaser's Knowledge Base or Support Web Site, but only for use in connection with the State's business and only to the extent necessary for the use, maintenance, modification and creation of updated versions of Purchaser's Knowledge Base and Support Web Site delivered by Contractor hereunder. Such license shall be limited to the extent that Contractor has a right to grant such a license and shall not include preexisting or third party works for which SafeHarbor cannot provide royalty-free pass-through or run-time licenses. The license provided for in this paragraph shall not include Kana eService software or such other customer relationship management software necessary to provide interactivity with the Knowledge Base and Support Web Site. SafeHarbor will exercise best efforts to assist Purchaser in efforts to secure licenses sufficient to permit the continued use, operation and maintenance by Purchaser or Purchaser's designee of the Knowledge Base and Support Web Site after termination or expiration of this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the preexisting items in Toolset by Contractor.

## 9. Services Overview

[This section needs to be tailored to the services that are chosen]

- 9.1. Contractor shall provide Purchaser with Web-based Application support services (“**Services**”), which includes both the development of a [customized or templated] Support Web Sites that simulate the design, look and feel of the Purchaser's web-based Application(s), and ongoing hosting of the Site along with [describe support services chosen from Schedule A].
- 9.2. Contractor shall make available to Purchaser's Customers a customized Support Web Site for Purchaser's Application which shall contain self support screens consisting of: Knowledge Base, Frequently Asked Questions (“**FAQs**”) that are text and graphically designed, and a method to search the Knowledge Base. Additionally, upon Purchaser's request and at no additional cost, the Site shall also include an email link to a CSR or to Purchaser, a method to log into the Support Web Site, and, only if SafeHarbor is providing telephone support services, a toll free telephone number(s) to a CSR.
- 9.3. If Purchaser chooses the option under the Standard Services or Preferred Services, Contractor shall provide CSRs up to twenty-four (24) hours per day, seven (7) days a week, 365 days a year to respond to Customers' inquiries or resolve Customers' problems with using Purchaser's Application. [This paragraph is applicable if this service is chosen] Upon Purchaser's request for telephone support, and at no additional cost, Contractor shall provide Purchaser with one (1) or more toll free number(s) for Purchaser's Customers to contact a CSR for telephone support requests. [This paragraph is applicable if this service is chosen]
- 9.4. Contractor shall assist and communicate with individuals with disabilities, including those involving hearing, sight and speech at no extra charge. [This paragraph is applicable if this service is chosen]
- 9.5. All services provided herein specifically exclude integration with Purchaser systems.

## 10. Network and Security Requirements

- 10.1. Purchasers who use the State's TCP/IP backbone network, K-20 network, or Inter Governmental Network (“**IGN**”) must contact the DIS Help Desk Manager and include him/her in the establishment of the business rules and escalation procedures with respect to the state networks and state network security to be set forth in the SWO.

### **DIS Help Desk Manager:**

State of Washington  
Department of Information Services  
1115 Washington St. SE, OB-2

Phone number: (360) 902-3224  
Fax number: (360) 586-4045  
Email: larryd@dis.wa.gov

PO Box 42445

Olympia, WA 98504-2445

For state network problem escalation, the DIS Help Desk will be the initial point of contact for Contractor or Purchaser concerning any problems with the state networks. DIS Help Desk can be reached at 1-888-241-7597, or (360) 753-2454.

Purchaser shall ensure that any network activity that would affect the State information technology security shall be in compliance with Washington State's Information Technology Security Policy located at:  
<http://www.wa.gov/dis/portfolio/itsecuritypolicy.doc>.

Purchaser information provided to Contractor for the Support Web Site shall be stored at Contractor's place of business. Should Purchaser's SWO require Contractor to access through the state firewalls, this SWO must be reviewed and approved by DIS via the DIS Help Desk Manager.

## **11. Support Web Site Development**

- 11.1. During the development of the Support Web Site, Contractor shall:
  - a) Work with Purchaser to design a Support Web Site that simulates the design, look and feel of Purchaser's Application only if Purchaser elects and pays for this optional service;
  - b) Learn Purchaser's Application content and business rules; and
  - c) Train Contractor's staff on Purchaser's Application content and business rules and any other information pertinent to the seamless provision of Services.
- 11.2. Whenever Purchaser's Application changes or is updated, Contractor shall inform and train its staff again, as necessary.
- 11.3. Contractor's Support Web Site(s) shall contain self support screens consisting of: Knowledge Base, FAQ's that are text and graphically designed, a method to search the Knowledge Base and an email link to a CSR. Upon Purchaser's request and at no additional cost, the Support Web Site may also include a method to log into the Support Web Site, provided that such method does not require integration with Purchaser systems, and toll free telephone number(s) to a CSR, only if SafeHarbor is providing telephone support.
- 11.4. Unless otherwise requested by Purchaser, all "help" buttons or "help" menu items on Purchaser's Application site shall link directly to the main page of that Application's Support Web Site. Email links to a CSR and toll free telephone numbers, if Purchaser has requested them, will be provided only from the Support Web Site.
- 11.5. As long as Purchaser requirements conform to SafeHarbor's template for the self-service site, SafeHarbor shall follow the web design guidelines provided by Purchaser, including but not limited to: web site performance, accessibility by Customers, technical requirements necessary to render the site accessible by individuals with disabilities, browser specifications, and page-load specifications.

If Purchaser requirements do not conform to SafeHarbor's template for the self-service site, then a custom site will be required.

- 11.6. Contractor shall develop a Support Web Site that provides a high degree of usability for individuals with disabilities, including those involving hearing, sight and speech. Contractor's general method of accommodating this requirement is to use "alt" tags to describe graphical content.

## 12. Test and Acceptance

Performance testing of the Support Web Site will begin within two (2) Business Days after notification from Contractor that the Site is available. If the Support Web Site is accepted, Purchaser will notify Contractor in writing. If the Support Web Site is not acceptable, Purchaser will document the changes required to make the Site acceptable, and provide them to Contractor within (4) Business Days of Contractor's initial notification that the Site was available.

## 13. Support Web Site Specifications

[Provide Purchaser's web design guidelines, e.g., web site performance, URL, domain name, accessibility by Customers, technical requirements necessary to render the site accessible by individuals with disabilities, browser specifications, and page-load specifications, here or in an attachment referenced here.]

## 14. Support Web Site Maintenance and Enhancements

Contractor shall periodically update the Knowledge Base and FAQs content for each Application, as well as make changes or enhancements to each Support Web Site. Updates, changes and enhancement shall be made within a reasonable time upon Purchaser's request, in the quantities outlined in Schedule A, "Services Price List."

## 15. Services Availability/ Out of Service Credits

- 15.1. Contractor shall immediately notify Purchaser of all system outages and system changes that directly affect the support of Purchaser Applications.
- 15.2. Contractor's ongoing Support Web Site Services shall be available 24 hours per day, 7 days a week, 365 days a year and shall be operational 99.95 percent (99.95%) of the time during any calendar month, excluding scheduled maintenance.
- 15.3. Contractor's web site availability statistics shall be measured at Contractor's facility. Contractor shall compile data and report on an as-requested basis, or monthly, whichever is less frequent, information required to determine the applicability of penalties in subsections 15.4 and 15.5.
- 15.4. Contractor's inability to deliver Services to this level, excluding problems due solely to Purchaser's or Customer's network or equipment, shall be deemed "Out-of-Service." Being Out-of-Service for 4 hours or more in any 24-hour period constitutes an "Out-of-Service Condition."

Purchaser SWO Number \_\_\_\_\_ #####  
Contractor SWO Number \_\_\_\_\_ #####

- 15.5. Contractor shall provide Purchaser with an Out-of-Service Credit for every Out-of-Service Condition for each Application, to be applied in the month following the occurrence. "**Out-of-Service Credit**" is an amount equal to 1/30th of the monthly charge for the Application affected by the Out-Of-Service Condition for the month in which the outage occurred.
- 15.6. Contractor shall give reasonable notice to Purchasers of Contractor's maintenance schedule and any changes thereto.

## 16. Problem Escalation Procedures – Tier 2

- 16.1. For state network problem escalation, the DIS Help Desk will be the initial point of contact for Contractor or Purchaser concerning any problems with the state networks. DIS Help Desk can be reached at 1-888-241-7597, or (360) 753-2454.
- 16.2. For [Application Name] knowledge-based content, product, and/or software problem escalation, [Purchaser staff member name] will be the initial point of contact for Contractor. [Provide contact information and when available.]

## 17. Call, Problem and Change Data

- 17.1. Contractor is required to track and record data about calls received, problems reported and changes made to the Support Web Site. Various canned and customized reports on call statistics ("**Call Reports**") and on problem and change statistics ("**Problem Reports**") are available to Purchaser electronically. Contractor shall generate Call and/or Problem Reports on a daily, weekly, monthly, and annual basis, as requested by Purchaser.
- 17.2. Contractor shall provide historical archiving of call, problem and change tracking data for one (1) year from the date of the incident or until the expiration of the SWO, whichever is earlier. After one year, or upon expiration of the SWO, Contractor shall provide a copy of the archived data to Purchaser.

## 18. Protection of Confidential and Proprietary Information

Purchaser and Contractor have duties with respect to confidential and proprietary information that are set forth in the Master Contract in sections 28 *Protection of Confidential Information*, 29 *Protection of Proprietary Information*, 32 *Confidential and Proprietary Information* and 54 *Contractor's Proprietary Information*. Any additional requirement and types of confidential or proprietary information are set forth here:

[Provide additional information here or state "NOTHING ADDITIONAL" in this space.]

***In Witness Whereof***, the parties hereto, having read this Supplemental Work Order Number #####3 to Master Contract Number T01-MST-001 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington

State of Washington

[Purchaser Name]

[Application Name]

Approved

SafeHarbor Technology Corporation

Schedule B - 9

Master Contract T01-MST-001

Purchaser SWO #####

Contractor SWO #####

Purchaser SWO Number #####  
Contractor SWO Number #####

[Purchaser Name]

Signature

Signature

Print or Type Name

Print or Type Name

Title

Date

Title

Date

### SWO Contact Information:

**Purchaser:**

Project Manager Name:

Address:

Phone:

Fax:

Email:

**Contractor:**

Service Representative Name:

Address:

Phone:

Fax:

Email:

Contact Name #2:

Service Representative Name #2:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

Contractor's UBI Number:

601-870-519

Contractor's Federal Tax ID Number:

91-1895496

Minority or Woman Owned Business Enterprise

Yes \_\_\_\_\_

No   X  

(Certification Number)

**Amendment Number ~~04-10~~ 04-07**  
**Master Contract Number T01-MST-001**  
**Web-Based Application Support Services**

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In accordance with Provision 38 (*Authority for Modifications and Amendments*) of Master Contract Number T01-MST-001, this Amendment 04-10 is entered into by and between the **State of Washington, Department of Information Services** ("DIS") and SafeHarbor Technology Corporation ("Contractor").

The purpose of this Amendment is to update the Master Contract Reporting Provision 68 to specify dates Activity Reports and DIS Administrative Fees are due. The parties hereby agree to amend the Contract as follows:

**68. Master Contract Activity Reporting**

68.1. Contractor shall submit to the DIS Master Contract Administrator a quarterly Activity Report of all purchases made under this Master Contract. The report shall identify:

- a) This Master Contract number (T01-MST-004);
- b) Each Purchaser making purchases during that quarter;
- c) The total invoice price, excluding sales tax for each Purchaser; and,
- d) The sum of all invoice prices, excluding sales tax, for all Purchasers;
- e) The DIS Master Contract Administration Fee;

68.2. The Activity Reports and the DIS Administration Fee shall be due on a quarterly basis in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report &amp; Fee Due</u>
March 15	April 15
June 15	July 15
September 15	October 15
December 15	January 15

68.3. This report may be corrected or modified by the DIS Master Contract Administrator with subsequent written notice to Contractor.

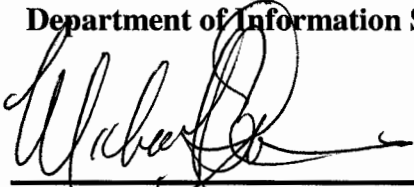
68.4. Quarterly reports are required even if no activity occurred.

68.5. Upon request by DIS, Contractor shall provide the contract information of all Purchasers during the term of the Master Contract in the format requested.

This Amendment <sup>04-07</sup>~~04-10~~ shall be effective as of the date signed by DIS.

Approved

State of Washington,  
Department of Information Services



Signature

Michael B. Emans

Print or Type Name

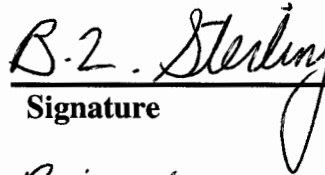
Assistant Director, TSD

Title

Date 12/30/03

Approved

SafeHarbor Technology Corporation



Signature

Brian L. Sterling

Print or Type Name

UP

Title

Date 12/18/03